BENGALURU SOLID WASTE MANAGEMENT LIMITED

APPOINTMENT OF CONCESSIONAIRE ON TIPPING FEE BASIS TO EXECUTE THE COMPREHENSIVE INTEGRATED SOLID WASTE MANAGEMENT (ISWM) FACILITIES INCLUDING COLLECTION & TRANSPORTATION OF MSW FROM DOOR-TO-DOOR TO DESIGNATED SECONDARY TRANSFER STATIONS AND SECONDARY TRANSPORTATION FROM TRANSFER STATIONS TO DESIGNATED PROCESSING CENTERS AND FURTHER PROCESSING THE SAME IN FOUR PACKAGES

REQUEST FOR PROPOSAL

FOR

PACKAGE-4: SOUTH ZONE & BOMMANAHALLI

VOLUME-1

DEPUTY GENERAL MANAGER-1

Bengaluru Solid Waste Management Limited

#30/1, Thimmaiah Road, Millers Tank Bund Area,

Vasanthnagar, Bengaluru-560 052

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DISCLAIMER

The information contained in this Request for Proposals document ("RFPs") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, their employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accept no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, their employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority are bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserve the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

GLOSSARY

Bidder	Bidder is read as bidder and bidder is read as bidder
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.2
Authority	Authority means Managing director/ BSWML or his authorised representative.
Bid Price Sheet	As provided in Form - 2 of Appendix -II
Bid Security	As defined in Clause 2.20.1
Client	M/s Bengaluru Solid Waste Management Limited (BSWML)
Coercive Practice	As defined in Clause 4.3
Concession Agreement	As defined in Clause 1.1.5
Concessionaire	As defined in Clause 1.1.5
Conditions of Eligibility	As defined in Clause 2.2.2
Conflict of Interest	As defined in Clause 2.3.1
Corrupt Practice	As defined in Clause 4.3
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Eligible Assignments	As defined in Clause 3.1.4
Financial Proposal	As defined in Clause 2.15.1
Fraudulent Practice	As defined in Clause 4.3
INR, Re, Rs.	Indian Rupee(s)
Joint Bidding Agreement	As defined in Clause 2.16.7
Joint Venture / Consortium	As defined in Clause 2.1.1
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.16.7
LOA	Letter of Award as defined in Clause 2.28
Member	As defined in Clause 2.3.3
Net Worth	As provided in Clause 2.16.3
Official Website	As defined in Clause 1.11.2
PPP	Public Private Partnership
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Project Area	As defined in Clause 1.1.1

Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.8 AND 2.17
Selected Bidder	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Statutory Auditor	An Auditor appointed under Applicable Laws
Subject Person	As defined in Clause 2.3.3
Support Personnel	As defined in Clause 2.14.6
Taxes	means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Concessionaire.
Technical Proposal	As defined in Clause 2.14.1
Undesirable Practice	As defined in Clause 4.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

ABBREVIATIONS

BBMP	Bruhat Bengaluru Mahanagara Palike.
BOQ	Bill of Quantities
BSWML	Bengaluru Solid Waste Management Limited.
C&D Waste	Construction & Demolition Waste
C&T	Collection and Transportation
CBG	Compressed Bio Gas
COD	Commercial Operation Date
CTP	Collection and Transfer Point
DBFOT	Design, Build, Finance, Operate and Transfer
DCA	Draft Concession Agreement
GoI	Government of India
GOK	Government of Karnataka
IF	Information Forms
IFT / ITB	Invitation for Tenders / Bidder
ISWM	Integrated Solid Waste Management
JV/C	Joint Venture/Consortium
JV/CA	Joint Venture/Consortium Agreement
KSPCB	Karnataka State Pollution Control Board
LM	Lead Member
LOA	Letter of Award
LTP	Leachate Treatment Plants
MoEF &CC	Ministry of Environment, Forest and Climate Change
MRF	Material Recovery Facilities
MSW	Municipal Solid Waste
P&D	Processing & Disposal
PDD	Proposal Due Date
PIM	Project Information Memorandum
RDF	Refuse Derived Fuel
RFP	Request for Proposal
SLF	Sanitary Landfill Facility
SPD	Standard Pre-qualification Document
SPV's	Special Purpose Vehicle's / Company
STD	Standard Tender Document
SW	Solid Waste
SWM	Solid Waste Management
TEC	Tender Evaluation Committee
TPD	Tonnes per Day
ULB	Urban Local Body
UDD	Urban Development Department
BUD	Bengaluru Urban District

TENDER NOTICE

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager (Tech) (BSWML), 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru– 560 052

TENDERS FOR THE WORK OF

1. The Deputy General Manager-1 (Technical), Bengaluru Solid Waste Management Limited (BSWML), on behalf of Managing Director; BSWML invites proposals for "***Appointment of Concessionaire on Tipping Fee basis to execute the Comprehensive Integrated Solid Waste Management facilities including Collection and Transportation of MSW from Door-to-Door to designated Secondary Transfer Stations, Secondary Transportation from Transfer Stations to designated Processing Centres and further Processing and Disposal of the same in following packages" (herein referred as "The Project")*** of BBMP and Bengaluru Urban District jurisdiction by seeking private sector participation on **Public Private Partnership ("PPP mode – DBFOT Model).**

S. No	Name of the Work	Approx. Estimated capital cost of the project in INR in Crores (Excluding GST)		EMD (Amount in Rs.)	Stipulated completion period (including monsoon period)
		For Collection & Transportation (C&T)	For Processing & Disposal (P&D)		
04.	Appointment of Concessionaire on Tipping Fee Basis to Execute the Comprehensive Integrated Solid Waste Management (ISWM) including collection & transportation of MSW From door-to door to the designated secondary transfer station and secondary transportation from transfer station to designated processing centres and further processing in Package 4 (South zone & Bommanahalli Zone)	201.42	656.00	Rs.1,00,000/- through e-payment under of one the following i.e., online / RTGS / NEFT / OTC and the balance Rs.4,28,00,000/- by Bank Guarantee/ FDR issued by Nationalized/ Scheduled Bank	24 Months

NOTE:

1. RFP documents may be downloaded from Government of Karnataka KPP Portal website https://kppp.karnataka.gov.in/#/portal/portal-home under tenders' section. The tender document can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Service Provider who wishes to participate should remit online transaction fee for tender after registering in the portal. The transaction fee/Bid document/Tender Document fee is non-refundable.

2. Bidders shall quote & submit the bids only online.

3. The quoted rates of tipping fee shall be excluding GST.

4. The BSWML has invited separate tenders for appointment of agencies for Collection and Transportation of MSW from the BBMP limits (225 wards). Hence, the scope of work of Collection and Transportation of MSW mentioned in article 2 of DCA (Draft Concessionaire Agreement) will be executed through such agencies for whom work order will be issued in future. These shall be valid for a period of 5 years only from the date of award of work. Soon after expiry of 5 years period or in cases of early termination of any of such other agencies of C & T due to any reasons, the package agencies of this tender shall take over the work of C&T immediately. Hence, the bidders of the ISWM packages shall critically review the scope mentioned in Article 2 of DCA and submit their bids accordingly.

5. Other details can be seen in the RFP / Tender documents.

6. Calendar of events:

Pre Bid meeting	25.11.2024 at 15:00 hrs at above mentioned office
Last Date of Receipt of Tender	24.12.2024 at 16:00 hrs
Opening of Technical Bid	26.12.2024 after 16:30 hrs

More details can be downloaded from website - https://kppp.karnataka.gov.in

TENDER REFERENCE	No. DGM-1/BSWML/TEND/ 08 /2024-25 Date: 07/11/24
PRE-BID MEETING WILL BE HELD ON	25/11/24 at 15:00 hrs at Office of the Chief Engineer (Technical), #30/1, Thimmaiah Road, Millers Tank Bund Area, Vasanthnagar, Bengaluru -560 052 under the chairmanship of CE & CGM (Tech)-BSWML.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	for the submission of e-bid in the e-portal, 24/12/24 at 16:00 hrs for the submission of hard copy (Technical bid)
TIME AND DATE OF OPENING OF COVER ONE OF TENDERS	Date of Opening of Technical bids are on 26.12.2024 after 16:30 hrs.
TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF COVER TWO OF TENDERS AND ADDRESS FOR COMMUNICATION (online through e portal):	Office of the Deputy General Manager-1., BSWML, 1st Floor, UNI Building, Thimmaiah Road, Bengaluru-560052

1. BSWML published documents under this proposal is only indicative information as guidelines to bidders. However, the bidders are free to establish their own assessment of the quantity of waste and its physical and chemical characteristics, processing mechanism for Municipal Solid Waste (MSW) and accordingly assess the required infrastructure for collection and transportation, processing & disposal facilities to be deployed for the execution of the project in line with RFP conditions as per MSW rules and guidelines.

The details of Respective packages can be seen under as:

Name of the Work	Estimated capital cost of the project in INR in Crores		Estimated Quantum of waste for Collection & Transportation (Tons Per Day)	Estimated Quantum of waste for Processing & Disposal (Tons Per Day)
Appointment of Concessionaire on Tipping Fee Basis to Execute the Comprehensive Integrated Solid Waste Management Facilities Including Collection & Transportation of MSW from Door-To- Door to Designated Secondary Transfer Stations, Secondary Transportation from Transfer Stations to Designated Processing Centers and further Processing and Disposal of the same in four Packages	For Collection & Transportation	For Processing & Disposal		
Package 4 (South & Bommanahalli Zone)	201.42	656.00	1922	2034

2. The Solid Waste Management Rules 2016 and its amendments throughout the contract need to be adhered to at all times by the selected concessionaire.
3. In the last 3 years preceding the bid due date for submission, if any Bidding entity is blacklisted/ barred by Bengaluru Solid Waste Management Limited ("BSWML") or Bruhat Bengaluru Mahanagara Palike ("BBMP") / any other entity of Government of Karnataka or by any State Government or Central Government / department / Urban local body / agency in India or in foreign country, from participating in bidding process, either individually or as member of a then such Bidding entity shall not be eligible to participate in this RFP.
4. Cost of tender document shall be payable as per the e-portal guidelines.
5. It is the responsibility of the bidders to supply following information as part of the technical bid submissions:
    a. Details proving Technical qualification as per the Technical Eligibility criteria
    b. Methodology Statement
    c. Process Flow Chart and Material Balance Statement
    d. Resource Utilisation Statement by considering the existing establishments of BSWML/BBMP
    e. Area Allocation Statement
    f. Operations & Maintenance Scheme
    g. Project Schedule
    h. Environment, Health & Safety Policy and Practice
6. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderers responsibility to verify the KPPP portal for the latest information related to the tender, E-mail address of the Helpdesk is support@eprochelpdesk.com KPPP portal help desk telephone numbers are: + 91 8046010000/+91 8068948777. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of KPPP portal due to internet connectivity issues and technical glitches.

7. Eligibility criteria shall be evaluated accordingly. The award of project depends upon the agency satisfying all criteria mentioned in the relevant documents and the decision of the authority is final.
8. The quoted rates shall be excluding GST. Applicable GST shall apply to the concessionaire as per reimbursement claimed based on applicable GST norms
9. The bidder is required to submit single quote for Collection and Transportation (C&T) and Processing and Disposal (P&D). The payment break up as per the payment schedule vide article 18 of DCA is as follows:

   If the total tipping fee is Rs. 100/TPD, the tipping towards Collection & Transportation (C&T) along with all support infrastructure shall be 75% and Processing & Disposal (P&D) along with all infrastructure shall be 25% of total tipping fee respectively.
10. The technical evaluation of bidders for all four packages shall be done concurrently & a list of technically qualified bidders for each package shall be prepared. Qualifying marks of 60% out of 100% is required to be eligible for opening of the financial quote and evaluation.
11. The financial bids of technically qualified bidders of each package shall be opened and the highest combined Technical and Financial Scored Bidder shall be awarded that project
    a. In case there is tie in final combined score then those getting highest mark in technical qualification will be declared as the successful bidder
    b. In case of tie up between two or more parties and with same technical marks, then the company with higher turnover will be declared selected bidder and awarded the project.
    c. In case of tie up between two or more parties and with same technical marks and turnover then the company with higher net worth will be declared selected bidder and awarded the project.
12. It is to notify that one bidder shall be awarded a maximum of two packages. Out of four packages, a maximum of up to 2 packages may be given to one successful bidder, subject to the Bidder meeting the combined bid capacity under the respective packages. If the number of bidders qualified are less than required and in such unavoidable circumstances, the decision of the apex authority shall be final, and all bidders may bind up on the decision of the apex authority
13. The authority is not bound to accept the lowest bid or any bid. The entire bidding process may be cancelled without assigning any reasons thereof. The decision of the authority is final in this regard.

INVITATION FOR PROPOSALS

1. INTRODUCTION

1.1 Background

1.1.1 The BSWML acting through and represented by the Government of Karnataka and are engaged in door-to-door collection, primary & secondary transportation to the processing facility for Processing & Disposal of Municipal Solid Waste within the jurisdiction area of this package in BBMP limits & BUD. As part of this endeavour, the BSWML have decided to undertake "Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- Package-4 (South Zone & Bommanahalli)" (herein referred as "The Project") of Bengaluru City" by seeking private sector participation on Public Private Partnership ("PPP") mode by inviting Proposals for the Project.

Bidder can view and download the details of E – tender from website https://kppp.karnataka.gov.in/#/portal/portal-home from the date of uploading on the same site as mentioned in paper notification, on payment of cost of tender document online is as per the E-portal. EMD amount should be paid as per NIT. The Bidders are required to submit bids of this package and Selection Process is as Per KTPP Rules

PACKAGE NO	NAME OF THE PROJECT / PACKAGE	ESTIMATED PROJECT COST (IN CRORES)	TONNAGE C&T (TPD) (Approx.)	TONNAGE P&D (TPD) (Approx.)
Package # 4	Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"	857	1922	2034

1.1.2 The Project shall be awarded as per KTPP rules on QCBS selection method. The project will be implemented in accordance with SWM Rules – 2016, SBM 2.0 & any other guidelines & amendments made by MOEF&CC, MoHUA or any other competent authority during the concession period.

1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Concessionaire for implementation of the Project in accordance with the Concession Agreement.

1.1.4 The objective of the Project, Scope of Services, Deliverables and Other requirements relating to the project are specified in detail in the RFP / Tender Documents.

1.1.5 The project would be implemented in accordance with the Terms and Conditions stated in the "Concession Agreement" to be executed between the Bengaluru Solid Waste Management Limited (BSWML), i.e., the 'Authority' and the selected bidder i.e. the 'Concessionaire'.

1.2 Request for Proposals

The BSWML invite proposals for "Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages – "Package-4 (South Zone & Bommanahalli)" which includes door-to-door collection, primary & secondary transportation to the processing facility for Processing & Disposal of Municipal Solid Waste within the jurisdiction area of this package in BBMP limits & BUD for implementation of the Project in conformity with the Concession Agreement. The Authority intend to select the Concessionaire through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project Site(s), sending. written queries to the Authority and attending a Pre-Bid Conference on the date and time specified in clause 1.10 of this chapter.

a) The Bidder/ Bidder(s) are encouraged to appraise themselves completely regarding the above project, site conditions including waste composition by visiting the site before submission of the bid.

b) The bidder must meet the eligibility criteria mentioned in the RFP.

c) It is the responsibility of the Bidder to regularly check Public Procurement Portal of Government of Karnataka (GoK) i.e., https://karnatakatenders.gov.infrom time to time for updated, amendments, corrigendum, extensions, if any with respect to this RFP.

1.4 Obtaining RFP Document

RFP document can be downloaded from the Official Website and the Government of Karnataka and Karnataka Public Procurement Portal from [as mentioned In paper notification/NIT on web portal].

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has adopted a single-stage two envelope selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes along online submission (Financial Bid to be submitted online only). In the first stage, a technical evaluation will be carried out as specified. Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified. In the second stage, a financial evaluation will be carried out as specified. Proposals will finally be ranked according to their combined technical and financial scores as specified. The first ranked Bidder shall be selected for negotiation (the "Selected Bidder") while the second ranked Bidder will be kept in reserve.

The details of the selection process can be referred to in NIT & this document in detail.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Bidders, the conversion rate of the currencies shall be the State Bank of India Telegraphic Transfer Buy rates published by the State Bank of India prevalent on the Proposal Due Date, and the amount so derived in US$ shall be converted into INR at the aforesaid rate.

1.7.2 All payments to the selected Concessionaire shall be made in INR in accordance with the provisions of this RFP. The Concessionaire may convert INR into any foreign currency as per applicable laws and the exchange risk, if any, shall be borne by the Concessionaire.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S.N	Event Description	Date
1	Last date for receiving queries/clarifications	**As per date mentioned in NIT**
2	Pre-Proposal Conference	
3	Authority's response to queries	
4	Proposal Due Date or PDD	
5	Opening of Proposals	
6	Letter of Award (LOA)	**As per Authority's decision**
7	Signing of Concession Agreement	
8	Validity of Proposals	**180 days of PDD**

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Bidders may visit the Site(s) and review the available data at any time prior to PDD. For this purpose, they will provide at least [two] days‟ notice to the nodal officer specified below:

Deputy General Manager-1

O/o Chief Engineer & Chief General Manager (Tech)

Bengaluru Solid Waste Management Limited

#30/1, Thimmaiah Road, Millers Tank Bund Area,

Vasanthnagar, Bengaluru-560 052

1.10 Pre-Proposal Conference

Particulars	Description
Date	25/11/2024
Time	03:00 p.m.
Attention to	The Chief Engineer (Technical) Email:- dgm1bswml@gmail.com
Venue	Office of Chief Engineer (tech) M/s Bengaluru Solid Waste Management Limited #30/1, Thimmaiah Road, Millers Tank Bund Area, Vasanthnagar, Bengaluru-560 052

A) **Pre-bid Queries / Pre-Bid Clarifications**

i. The Bidders who are desirous of seeking any clarification/information from the RFP or relating to this project may do so by sending/submitting their queries in writing through e-mail/post/courier to the address and/or of the designated officer on or before 25/11/2024 by 3:00 p.m. (Date as per NIT) in the format given below:

SL.NO.	REFERENCE VOL / PAGE NO / CLAUSE	TEXT PROVIDE IN RFP/DCA	QUERY IN DETAIL

ii. The subject item of the email, communications shall clearly mentioned the following:

"Queries/ Request for Additional Information with respect to Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to designated secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

iii. The Corrigendum/addendum, if any, shall be published by the authority at the KPP portal through the website only.

iv. The Authority shall endeavour to respond to the queries within the period specified therein, but not later than 7 (seven) days prior to the proposal due date. The response to the pre-bid queries shall be uploaded on the e-procurement portal only.

v. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder/Bidders. All clarifications and

interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

1.11 Communications

1.11.1 All communications relating to the submission of Proposal should be addressed to:

The Deputy General Manager -1
BENGALURU SOLID WASTE MANAGEMENT LIMITED (BSWML)
NO. 30/1, 1st and 2nd Floor, UNI Buildings,
Thimmaiah Road, Vasanth Nagar, Bengaluru –560 002

1.11.2 The Official Website of the Authority is: KPPP Portal (https://kppp.karnataka.gov.in)
This RFP is available at the Karnataka Public Procurement Portal – "BSWML" under the RFP titled Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

Note: Please open page …… and then page …. to access all the posted and uploaded documents related to this RFP for the following documents:

i. Request for the Proposal
ii. Draft Concessionaire Agreement
iii. Schedules of the DCA
iv. The Project Information Memorandum

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Project are specified in this RFP. For determining the eligibility of Bidders for their technical qualification hereunder, the following shall apply:

(a) The term Bidder / Bidder (the "Bidder/Bidder") means a single entity or a group of entities (the "Joint Venture"/ "Consortium"), not more than three members (including lead member) as the case may be, coming together to implement the Project, either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932 or duly incorporated under the relevant laws of its country of origin, or duly incorporated under the relevant laws of its country of origin, or sole proprietorship firm owned by citizen of India duly incorporated under the relevant laws of its country of origin or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/Consortium. A Joint Venture/Consortium shall be eligible for consideration subject to the conditions set out in this RFP. The term bidder (the "Bidder") means a single entity or a group of entities (the "Joint Venture"/ "Consortium"), as the case may be, coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Joint Venture/Consortium. The term Bidder used herein would apply to both a single entity and a Joint Venture/Consortium.

2.1.2 Bidders are advised that the selection of Concessionaire shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The Bidder shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The technical proposal shall be submitted in the

form at Appendix-I and the financial proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into the Concession Agreement with the Authority in the form at Schedule-I.

2.1.4 Key Personnel

The Bidder shall offer and make available all key personnel meeting the requirements and for discharging the responsibilities specified below (the "**Key Personnel**").

Key Personnel	Responsibilities
[Team Leader]	[He will lead, co-ordinate and supervise the multidisciplinary team for implementation of the Project. He shall spend at least [30 (thirty) days per quarter] at the Site(s).]
[Safety Expert]	[He will be responsible to ensure compliance of the Project with the safety standards under applicable laws and good industry practice. He shall spend at least [10 (ten) days per month] at the Site(s).]
[Financial Analyst]	[He will be responsible for financial analysis and modeling of the proposed Project. He shall spend at least [2 (two) per month] days at the Site(s).]
[Environmental Expert]	[He will be responsible for Environmental Impact Assessment of the Project. He shall spend at least [7 (seven) days per month] at the Site(s).]

2.2 Conditions of Eligibility of Bidders

2.2.1 Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

A. **Technical Capacity:** The Bidder shall have, similar work experience mentioned 3.1.4.

B. **Financial Capacity**: The Bidder shall have the Financial Capacity as specified in Clause 3.1.5.

C. **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below. The said

Key Personnel will continue to be available during the Concession Period as agreed under the Concession Agreement. In the event of any such Key Personnel leaving the Bidder selected under this RFP during the Concession Period, he/she shall be replaced by a person with equivalent qualification and experience.

D. **Conditions of Eligibility for Key Personnel:** Each such of the Key Personnel must fulfil the Conditions of Eligibility specified below:

SL. No.	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on eligible Assignments
1	Team Leader	PhD/Postgraduate in any discipline	As per the table 3.1.3 (b)	He should have led the project implementation teams for similar assignments.
2	Safety expert	Postgraduate in any discipline along with diploma in industrial safety		He should have led the safety compliance teams or worked as a sole expert for similar Assignments.
3	Financial Analyst	PhD/Postgraduate in commerce/ Chartered Accountant or Equivalent		He should have undertaken financial analysis and modelling for similar assignments.
4	Environmental expert	Master / bachelor's in environmental science or Equivalent		He should have led the environmental impact assessment teams and/ or worked as a sole expert for similar assignments.

2.2.3 The Bidder shall enclose with its Proposal, certificate(s) from its statutory auditors stating its Financial Capacity. In case the Bidder is a Joint Venture/Consortium, the Proposal must be accompanied with the details of each Member and Associate of the Joint Venture / Consortium whose Financial Capacity is considered for evaluation as provided in Clause 3.1.5. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of chartered accountants that ordinarily audits the annual accounts of the Bidder.

2.2.4 The Bidder should submit a power of attorney as per the format at Form-4 of Appendix-I.

2.2.5 Any entity which has been barred by the central Government, any State government, a statutory authority or a public sector undertaking, as the case may be, from participating

in any project and the bar subsists as on date of proposal, would not be eligible to submit a proposal either itself or through its associates.

2.2.6 A Bidder or its associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its associate.

2.2.7 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.2.8 The bidders are required to submit the proforma vide annexure-IV of the self-declaration form printed on a stamper of Rs. 100/- and duly notarized to substantiate the information provided vide 2.2.5 &2.2.6. If the information submitted the bidder/ bidder is found false at a later date then such false information submitted by the bidders/ bidders shall be liable for the penal action per the Indian contract acts.

2.3 Conflict of Interest

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Project (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority require that the Concessionaire provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Concessionaire shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Bidder, its Joint Venture/Consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

(d) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder;

(e) or such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or

(f) there is a conflict among this, and other ongoing Projects of the Bidder (including its personnel of the proposed team) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Concessionaire will depend on the circumstances of each case. During the implementation of this Project, the Concessionaire shall not take up any Project that by its nature will result in conflict with the present Project; or

(g) the Bidder, its Member or Associate (or any constituent thereof) for the Project, its concessionaire(s) or sub-concessionaire(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the Bidder, or its concessionaire(s) or sub-concessionaire(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its concessionaire(s) or sub concessionaire(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire's firm or a person who holds more than 5% (five per cent) of the

subscribed and paid up share capital of the Concessionaire, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Bidder or its Associate shall submit more than one Proposal for the Project. An Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Joint Venture/ Consortium, as the case may be.

2.5 Cost of Proposals

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Site(s) etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site(s) visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Site(s) and ascertaining for themselves the Site(s) conditions, traffic, location, surroundings, climate, access to the Site(s), availability of drawings and other data the Authority, Applicable Laws and regulations or any other matter considered relevant by them. [Visits shall be organised for the benefit of prospective Bidders on dates, time and venue as specified in Clause 1.9.]

2.7 Acknowledgement by Bidder

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

(a) made a complete and careful examination of the RFP;

(b) received all relevant information requested from the Authority;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or things arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserve the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserve the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is a Joint Venture/Consortium, then the entire Joint Venture/Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserve the right to consider the next best Bidder, or take any other measure as may be deemed fit in the discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

1	Introduction
2	Instructions to Bidders
3	Criteria for Evaluation
4	Fraud and Corrupt Practices
5	Pre-Proposal Conference
6	Miscellaneous
7	Scope of Work
A.	**Appendices**
	Appendix-I: Technical Proposal
1	Form-1: Letter of Proposal
2	Form-2: Particulars of the Bidder
3	Form-3: Statement of Legal Capacity
4	Form-4A: Power of Attorney for signing of Proposal Form-4B: Power of Attorney for Lead Member of Joint Venture/Consortium
5	Form-5: Financial Capacity of the Bidder
6	Form-6: Particulars of Key Personnel
7	Form-7: Proposed Methodology, Technology and Work Plan
8	Form-8: Proforma of Bank Guarantee for Bid Security
9	Form-9: Format for Joint Bidding Agreement
10	Form-10: Abstract of Eligible Assignments of the Bidder
11	Form-11: Abstract of Eligible Assignments of Key Personnel
12	Form-12: Eligible Assignments of the Bidder
13	Form-13: Eligible Assignments of Key Personnel
14	Form-14: Curriculum Vitae (CV) of Key Personnel and Professional Personnel

15	Form-15: Deployment of Personnel
16	Form–16: Survey and Field Investigations
17	Form-17: Format of Self-Attested Certificate regarding Associate
18	Form-18: Format of Information on Litigation
19	Form-19: Information regarding Anti-Blacklisting – Affidavit
	Appendix–II: Financial Proposal
1	Form 1: Covering Letter
2	Form 2A: Format for Bid Price Sheet
3	Form 2B: Format for Financial Bid Support Document
4	Form 3: Letter of Declaration
5	Form 4: Declaration Format

2.10 Submission of queries by the Bidders

2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing via e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.8, under the e-mail subject:

Queries concerning RFP for "Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)" and RFP No.: "……."

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website of the Authority / Karnataka Public Procurement Portal as provided in Clause 1.11.2 and copies thereof will also be circulated to all Bidders who have sent the queries to the RFP document without identifying the source of queries.

2.10.2 For the purposes of determining the cut-off time for submission of queries and Proposals, the central server time displayed on the clock on the Karnataka Public Procurement Portal will be followed by the Bidders, the Authority.

2.10.3 The Authority reserve the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at their own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum / Amendment and posting it on the Official Website of the Authority / Karnataka Public Procurement Portal and by conveying the same to the prospective Bidders (who have sent queries in respect of the RFP document) by e-mail.

2.11.2 The amendments will also be posted on the Official Website of the Authority / Karnataka Public Procurement Portal along with the revised RFP containing the amendments and will be binding on all Bidders.

2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, at their discretion, extend the Proposal Due Date.

Note: While extending the Proposal Due date on account of an addendum, the authority shall have due regard for time required by bidders to address the amendments specified therein. In the case significant amendments, the authority shall provide minimum 15 days or the decision of the authority but less than 15 days shall be provided between the date of amendment and the Proposal Due date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Proposal shall be typed and all supporting documents (submitted online or in hard-copy) shall be signed by the Managing Director/BSWML or their authorized representative (the "Authorised Representative") of the Bidder who shall initial each page, in blue ink. For the purposes of this RFP, the Authorised Representative shall be:

(a) a partner, in case of a partnership firm and/or a limited liability partnership; or

(b) a duly authorised person holding the Power of Attorney, in case of a limited company or a corporation; or

(c) the authorised representative of the Joint Venture/Consortium

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarised by a notary public in the form specified in Appendix-I (Form-4) shall be annexed to the Proposal.

2.13.3 Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited

material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserve the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal

2.14.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.14.2 While submitting the Technical Proposal through online, the Bidder shall, in particular, ensure that:

(a) The Bid Security is provided;

(b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

(c) Power of Attorney, if applicable, is executed as per Applicable Laws;

(d) CVs of all Professional Personnel have been included;

(e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;

(f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

(g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder. Unsigned / countersigned CVs shall be rejected;

(h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

(i) Professional Personnel proposed have good working knowledge of English language;

(j) Key Personnel would be available for the entire Concession Period;

(k) No Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal; and

(l) The proposal is responsive in terms of Clause 2.22.2.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project

is not fulfilled at any stage after signing of the Concession Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Concessionaire should be able to complete the Project within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Project. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.14.7 The Authority reserve the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.14.8 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the Letter of Award or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the details of the cost of the Project in both figures and words, in Indian Rupees, in Karnataka Public Procurement Portal and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

(a) The Financial Proposal submitted by the Bidder shall comprise the Financial Proposal provided in Appendix – II of this RFP.

(b) The Bidders shall quote in the Bid Price Sheet online and BOQ as per the format given online, the Bid Price will be calculated by the system using the formula set out in the Bid Price Sheet.

2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

(a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all personnel (Expatriate and resident, in the field, office, etc), accommodation, airfare, equipment, printing of documents, surveys, geo-technical investigations, etc and for the comprehensive service to be rendered by the concessionaire towards the scope of work mentioned in the Section pertaining to scope of work as per the article-2 of DCA. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(b) BBMP invited tenders vide tender notice CGM(Tech)/BSWML/TEND/02-2/2022-23/Call-2; Dated: 24.01.2023 to appoint agencies to carry the collection & transportation from the BBMP 198 wards in 89 packages. The scope & terms and conditions given to the bidders of these 89 packages in the above referred notice shall be valid for a period of 5 years from the date pf appointing the agencies for the 89 packages. Hence the scope pretending to collection & transportation from the 198 wards through 89 packages is deferred from the scope of the ISWM for the period of 5 years or termination of those contracts whichever is early. The

manpower deployed for these 89 packages shall be reviewed at the time of handing over of collection & transportation to the corresponding ISWM package. If any dispute arises with regards to the payment to the manpower deployment, then the minimum wages prevailing at the time of entrustment of scope pertaining to the C&T of ISWM shall be considered and the decision of the authority shall be final, and concessionaires are bound to the same. Hence C&T scope mentioned in this Article -2 of DCA may be critically reviewed and choose their quota accordingly.

(c) The Financial Proposal shall take into account all expenses and tax liabilities (excluding GST). For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(d) Financial Bid price shall be for comprehensive price for C&T and its associated services and P&D for its associated services mentioned in the scope of work in **Article-2 of the DCA** expressed in INR excluding the scope and duration of the exclusions expressed vide above clause 2.15.2 (b).

(e) All payments to the selected Concessionaire shall be made in INR in accordance with the provisions of this RFP.

In case the annual accounts for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the Statutory Auditor/ Chartered Accountant. In such a case, the Bidder shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided.

2.15.3 Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under loans/credits obtained under external assistance. They are solely responsible for obtaining such benefits which they have considered in their Proposal and in case of failure to receive such benefits for reasons whatsoever, the Authority will not compensate the Bidder. The Bidder shall furnish along with his Proposal a declaration to this effect in the Declaration Format provided in Form-4 of Appendix-II of this RFP.

2.15.4 Where the Bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India

Central Excise Notification and Customs Notification as stipulated in Form-4 of Appendix-II of this RFP. In case the Bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/equipment for which certificate is required is Nil.

2.15.5 To the extent the Authority determine the quantities indicated therein are reasonable keeping in view the proposed methodology and work plan, the certificates will be issued, and no subsequent changes will be permitted. The certificate will be issued within [60 (sixty)] days of signing of the Concession Agreement for material, equipment and machinery.

2.15.6 If the Bidder has considered the customs/excise duty exemption for materials/construction equipment to be bought for the work, the Bidder shall confirm and certify that the Authority will not be required to undertake any responsibilities of the Schemes of Government of India or the said exemptions being available during the contract execution, except issuing the required certificate.

2.15.7 The Proposals which do not conform to the above provisions or any condition by the Bidder which makes the Proposal subject to availability of customs duty/Tax exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.

2.15.8 Any delay in procurement of the construction equipment / machinery / goods as a result of the above shall not be entertained as a reason for granting any extension of time.

2.16 Submission of Proposal

2.16.1 E-Tendering Process

(a) The Selection Process will be conducted by way of e-tendering. In order to participate in the Selection Process, an Bidder must procure a digital signature certificate (class II or III) and register on the Karnataka Public Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by Controller of Certifying Authorities, Government of India.

(b) In case of a Consortium, the Bidder must register with the Karnataka Public Procurement Portal in the name of the Authorized Representative as provided in Clause 2.13.2, using the digital signature certificate issued in the name of the authorized signatory of the Authorized Representative.

(c) The Bidders are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of submitting their Proposals online.

(d) The Bidders shall upload the soft copy/scanned copy of the completed Proposal on or before the specified time on the Proposal Due Date on the Karnataka Public Procurement Portal. Proposals submitted by any other means including by post, fax, telex, telegram or e-mail shall not be entertained.

(e) Proposal shall contain an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Bidder as per the terms of the RFP. In case the Proposal is submitted on the document downloaded from the Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail. In case of any discrepancy between the RFP documents uploaded on the Karnataka Public Procurement Portal / Official Website of the Authority, the former shall prevail.

(f) While uploading the Proposal on the Karnataka Public Procurement Portal, the Bidder must ensure that files containing the Proposal and scanned copies of the Bid Security are uploaded separately under the relevant heads (as given in KPPP Portal) in a PDF format. The Bidder shall be required to fill all mandatory forms and fields indicated in the Karnataka Public Procurement Portal at the time of uploading its Proposal.

(g) Upon submitting the Technical Proposals and the Financial Proposals on the Karnataka Public Procurement Portal, the Bidders must affix their digital signature to the Technical Proposal and the Financial Proposal.

(h) The Bidders should ensure the legibility of the documents uploaded to the Karnataka Public Procurement Portal.

(i) The Bidder shall upload the Proposal sufficiently before the specified time on the Proposal Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of Bidders on the Proposal Due Date. The Authority will not be responsible for any failure, malfunction or breakdown of the electronic system of the Karnataka Public Procurement Portal during the uploading process.

(j) The Bidder should check the system generated summary of its proposal submission to confirm successful uploading of its Proposal.

(k) All Proposals uploaded to the Karnataka Public Procurement Portal will be encrypted and the encrypted Proposals can only be opened by the authorised representatives of the Authority at or after the specified time for opening of the Proposals.

(l) Each Bidder shall also submit a hard copy of the original Bid Security, Power of Attorney, Joint Bidding Agreement, Sub-concessionaire Undertaking (if applicable) to the Authority, before the Proposal Due Date.

(m) It is clarified that the Bidder will not be required to submit a hard copy of its Financial Proposal, and if a hard copy of the Financial Proposal is submitted, then the Proposal submitted by such Bidder shall be rejected as being non-responsive.

(n) The Bidder will contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Bidder/Lead Member. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder/Lead Member.

(o) The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, Sub concessionaire Undertaking (if applicable), etc. will be duly sealed in an envelope, which will be super-scribed as:

"Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

"**DO NOT OPEN BEFORE SPECIFIED TIME FOR OPENING OF PROPOSALS**"

(p) The sealed envelope containing the Bid Security, Power of Attorney, Joint Bidding Agreement, etc., will clearly indicate the name, address and contact details of the Bidder. If the envelope is not sealed, marked and submitted as instructed in Clause 2.16.1, The Authority assumes no responsibility for the misplacement or premature opening of the contents of the envelope and consequent losses, if any, suffered by the Bidder.

(q) The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, etc. will either be hand delivered or sent by registered post acknowledgement due or courier to the address provided in Clause 1.11.

(r) The Authority will not be responsible for any delays, loss or nonreceipt of Proposals.

2.16.2 The Technical Proposal shall contain:

(a) Application in the prescribed format provided in Appendix-I and supporting Documents;

(b) Bid Security as specified in Clause 2.20.1;

(c) Incorporation certificate of the company / proof of company registration document / memorandum of association;

(d) Copy of Agreement and letter of award/work order of the client for which technical capacity is claimed;

(e) Certificate(s) (completion or currently operating, as the case may be) from its concerned client(s) in support of "the Technical Capacity" clearly stating the capacity of project (or quantity processed till date in case of currently running project) including performance of the Bidder for the work completed during the contract period of the project in respect of the projects whose experience is claimed:

i. Performance certificate should be issued from the concerned client(s) (certificate issued by the Executive Engineer or equivalent officer) shall only be considered; and

ii. In case a particular work / contract has been jointly executed by the Bidder (as part of a Joint Venture / Consortium), it should further support its claim for the share in work done for that particular work / contract.

2.16.3 The Financial Proposal shall contain the financial proposal in the prescribed format (Forms 1, 2A, 2B & 3 of Appendix-II). It shall be supplemented with:

(a) Certificate(s) specifying the net worth of the Bidder at the close of the preceding financial year from the PDD and specifying the methodology adopted for calculating such net worth.

(b) Copy of the latest GST Return filed / Copy of PAN Card. Not applicable for foreign Bidder.

(c) GSTIN number; not applicable for foreign Bidder.

For the purposes of this RFP, "Net Worth" shall mean:

i. **In case of a company**: the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and

ii. **In case of any other entity/body corporate**: the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

2.16.4 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

2.16.5 The rates quoted in BOQ for the discharge of duty shall be for the first year and thereafter incremental increase on accepted rate shall be paid as 5%

2.16.6 Copy of Technical Proposal including original Bid Security, Power of Attorney, Joint Bidding Agreement and other documents that cannot be submitted online, should be put in separate sealed envelopes and the sealed envelopes together with the documents listed in Technical Proposal shall be sealed in another cover and delivered to the address provided in Clause 1.11 before the date and time provided in Clauses 1.8 and 2.17.

2.16.7 Additional information for submission of Proposal by Joint Venture/Consortium:

(a) The maximum number of members for Joint Venture / Consortium shall be limited to 3 (Three);

(b) Proposal should contain the information required for each Member of the Joint Venture/Consortium:

i. "Members of the Joint Venture / Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have [majority or 51%] equity stake / voting rights in the Joint Venture / Consortium. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Form-IV of Appendix-I, signed by all the other members of the Joint Venture / Consortium. The Members of the Joint Venture / Consortium shall cumulatively / collectively fulfil all the Conditions of Eligibility;

Consortium/Joint Venture Members Equity Sharing		
1	If, Two Members	Lead Member: ≥ 51% of equity capital in the Consortium in the Project at all times during the Concession Period. Other Member: If his experience is used for Proposal purposes, then he/she should hold a minimum 26% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD).
2	If, Three Members	Lead Member: ≥ 51% of equity capital in the Consortium in the Project at all times during the Concession Period. Other Member: If his experience is used for Proposal purposes, then he/she should hold a minimum 15% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD).

ii. In the event, the Joint Venture / Consortium has been declared as the Selected Bidder and issued Letter of Award, all Members of the Joint Venture / Consortium shall sign the Concession Agreement with the Authority. In this regard, it is clarified that all the Members of the Joint Venture / Consortium shall be jointly and severally liable towards the Authority to execute the Project during the Concession Period and irrespective of the failure of any particular Member of the Joint Venture / Consortium, the Authority shall be entitled to call upon the Lead Member or other Member(s) of the Joint Venture / Consortium to discharge the obligations of the Joint Venture / Consortium;

iii. The Proposal should include a brief description of the roles and responsibilities of each Member of the Joint Venture / Consortium, particularly with reference to financial and technical obligations under the Concession Agreement; and

iv. Members of the Joint Venture/Consortium shall enter into a binding Joint Bidding Agreement (the "**Joint Bidding Agreement**") for the purpose of submitting the Proposal. The Joint Bidding Agreement shall (as provided in Form - 9 of Appendix-I), *inter alia*:

a. in case the Joint Venture / Consortium is declared as the Selected Bidder, ensure that its shareholding / ownership equity commitments are clearly set out, and state that the Joint Venture / Consortium shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement;

b. clearly outline the proposed roles and responsibilities of each Member at each stage;

c. commit the minimum equity shares to be held by each Member in the special purpose vehicle; and include a statement to the effect that all Members of the Joint Venture/Consortium shall during the Concession Period, subject to the provisions of the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.

(c) Except as provided under the bidding documents including the RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

(d) Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement entered into between the members of the Joint Venture / Consortium should be specific to the Project and should fulfil the above requirements, failing which the Proposal shall be considered non-responsive.

(e) No change in the composition of the Joint Venture / Consortium will be allowed subsequent to the submission of the Proposal during the Selection Process.

(f) By submitting the Proposal, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control or management of a Member or an Associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP which adversely impacts the Project, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, at their discretion, disqualify the Bidder or withdraw the Letter of Award from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.17 Proposal Due Date

2.17.1 Proposal should be uploaded on the Karnataka Public Procurement Portal on or before 09/12/2024 on the proposal due date specified in the notice inviting tender (NIT)

through "Online Bidder Enrolment" on the said portal, and submission against the RFP titled "Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)" and in the manner and form as detailed in this RFP.

2.17.2 For the purposes of determining the cut-off time for submission of Proposals, the central server time displayed on the clock on the Karnataka Public Procurement Portal will be followed by the Bidders, the Authority.

2.17.3 The Authority may, at their discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 There shall be no alterations, omissions, additions, or any other amendments made to the Proposal once submitted, except to the extent provided in Clause 2.11.

2.19.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Proposal, a bid security shall be submitted by the bidders **as per the tender notice**. In the event that the first ranked Bidder commences the assignment as required in Clause 2.30, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Concession Agreement in accordance with the provisions thereof.

2.20.2 Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Bidder submits a non-responsive Proposal;

(b) If an Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;

(c) If an Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;

(d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;

(e) In the case of a Selected Bidder, if the Bidder fails to sign the Concession Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or

(f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security, ESHS Performance Security and O&M Security

2.21.1 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority any other right or remedy hereunder or in law or otherwise, its Performance Security, ESHS Performance Security or O&M Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

(a) If an Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;

(b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and

(c) if the Selected Bidder commits a breach of the Concession Agreement.

2.21.2 An amount as specified in the Article 9 of the Concession Agreement shall be deemed to be the Performance Security, ESHS Performance Security and O&M Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions of the Concession Agreement.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals.

2.22.1 The Authority shall open the Proposals at *** hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Bidders who choose to attend. The Technical Proposals shall be opened first.

2.22.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, at their discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) the Technical Proposal is received in the form specified at Appendix-I;

(b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;

(c) it is accompanied by the Bid Security as specified in Clause 2.20.1.

(d) it is signed by the Authorised Representative of the Bidder as stipulated in Clauses 2.13;

(e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;

(f) it contains all the information (complete in all respects) as requested in the RFP;

(g) it does not contain any condition or qualification; and

(h) it is not non-responsive in terms hereof.

2.22.3 The Authority reserve the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.5 After the technical evaluation, the Authority shall prepare a list of prequalified and shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Bidders along with their Technical

Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.6 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, their agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications sought by the Authority

2.24.1 To facilitate evaluation of Proposals, the Authority may, at their discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Bidder does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONCESSIONAIRE

2.25 Negotiations

2.25.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Bidder under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, proposed methodology, technology and work plan shall be discussed during negotiations. A Key Personnel who did not score [60% (sixty per cent)] marks as required under Clause 3.1.2 shall be replaced by the Bidder with a better candidate to the satisfaction of the Authority. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserve the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The substitute of key personnel with similar experience or more relevant experience shall be accepted during the course of the execution of contract due to exceptional reasons which would be beyond the control of the concessionaire and such Substitute shall always overlap until or unless due to sudden health reasons. Penalties indicated in original clause shall be dealt during the contract if the replacement is not acceptable to the authority. The replacement shall be relaxed if the reason for replacement is acceptable to the Authority. The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.

2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement, if the reasons are not justifiable.

2.27 Indemnity

The Bidder shall, subject to the provisions of the Agreement, indemnify BSWML for any direct loss or damage that is caused due to any deficiency in services. The indemnity of the contract shall be dealt as per section 124 of the Indian contract act,1872.

2.28 Award of Project

2.28.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder:

(a) declaring it as the Selected Bidder;

(b) accepting its Technical and Financial Proposal;

(c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 (seven) days of receipt of the LOA;

(d) requesting it to submit the Performance Securities and O&M Security in accordance with Clause 2.21; and

(e) requesting it to incorporate the Special Purpose Vehicle, which will act as the Concessionaire.

2.28.2 If the Selected Bidder fails to return a duly signed copy of the LOA to the Authority within 7 (seven) days of receipt of the LOA, then the Authority may, unless they consent to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA, and forfeit the Bid Security. If the Authority elect to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow.

2.28.3 After notification of award in accordance with Clause 2.28.1, the Authority may also notify all other Bidders of the results of the Selection Process, and shall publish on the Official Website of the Authority or the Karnataka Public Procurement Portal, results of the Selection Process and the following information:

i. name of each Bidder who submitted a Proposal;

ii. results of evaluation of Technical Proposals;

iii. names of Bidders whose Technical Proposals were rejected and the reasons for their rejection;

iv. Bid Prices as read out at opening of Financial Proposals;

v. name and evaluated Bid Prices of each Financial Proposal that was evaluated;

vi. names of Bidders whose Financial Proposals were rejected and the reasons for their rejection; and

vii. name of the Selected Bidder, the Bid Price it offered, and summary scope of the contract awarded.

2.28.4 The Authority shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with Clause 2.28, requests in writing the grounds on which its Proposal was not selected.

2.29 Execution of the Concession Agreement

2.29.1 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Special Purpose Vehicle incorporated by the Selected Bidder shall execute the Concession Agreement as prescribed in clause 1.8.

2.29.2 If the Special Purpose Vehicle fails to execute the Concession Agreement on or before the date specified in LOA, the Authority may, unless they consent to an extension, without prejudice to any of their rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If Authority elect to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow.

2.29.3 The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement except the amendments to reflect facts or to correct minor errors.

2.29.4 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Concession Agreement, the Authority may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the Authority elect to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow.

2.29.5 If the Authority elect to disqualify such Selected Bidder and revoke the LOA, the Authority will not be liable in any manner whatsoever to the Selected Bidder. Additionally, the Authority will have the right to forfeit and appropriate the Bid Security or, as the case may be, appropriate an equivalent amount from the Performance Security if the Concession Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Authority for, amongst others, the Authority's time, cost and efforts in conducting the Selection Process. Such forfeiture will be

without prejudice to any other right or remedy that the Authority may have under the RFP, the Concession Agreement or Applicable Laws.

2.29.6 If the Authority elect to disqualify such Selected Bidder and revoke the LOA, the Authority reserve the right to:

(a) select the next highest-ranking Bidder as the Selected Bidder for the Project; or

(b) take any such measure as may be deemed fit in the discretion of Authority, including inviting fresh Financial Proposals from the technically qualified Bidders or annulling the entire Selection Process.

2.30 Commencement of Project

The Bidder shall commence the implementation of the Project at the Site(s) within [7 (seven)] days of the execution date of the Concession Agreement, or such other date as may be mutually agreed. If the Bidder fails to either sign the Concession Agreement as specified in Clause 2.29 or commence the Project as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Bidder, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to the

Authority in relation to the Project shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of scope of work and scope of services as set out in the Draft Concession Agreement vide article-2, proposed methodology, technology and work plan, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of [60 (sixty) marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

3.1.2 Each Key Personnel must score a minimum of [60% (sixty per cent)] marks except as provided herein. A Proposal shall be rejected if the bidder scores less than [60% (sixty per cent)] marks for each key personnel.

3.1.3 The scoring criteria to be used for evaluation shall be as follows:

	Parameter	**Maximum Marks**	**Criteria**	**Remarks**
1	Relevant Experience of the Bidder	40	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Bidder. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; (ii) other relevant assignments or similar work; and (iii) overall experience of the Bidder	The total 40 marks of this section-A is made into two sub sections. Sub section-A1 carries 20 marks and sub section-A2 carries 20 Marks for the similar assignments vide 3.1.4 (a) & (b) and scoring is mentioned in the able 3.1.3 (a)
2	Proposed Methodology, Technology and Work Plan	30	Evaluation will be based on the quality of submissions.	A Detailed presentation shall be required to be given by the bidders as per the time and venue and shall be intimated to the bidders separately

				after opening the technical bids
3	Relevant Experience of the Key Personnel	30	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work.	
3(a)	[Team Leader]			
3(b)	[Safety Expert]			
3(c)	[Financial Analyst]			
3(d)	[Environmental Expert]			
GRAND TOTAL		100		

3.1.3 (a) The detailed scoring criteria distributed based on the 3.1.3 is as follows to be used for evaluation is as follows:

SL NO.	PRE-QUALIFICATION EVALUATION PARAMETERS	MAX MARKS	Support documents required
A	**Section-A: Experience of the Concessionaire**	**Maximum 40 Marks**	
A.1	**Sub-Section A.1: Collection & Transportation (C&T)** (i) A.1 (I): Number of similar Assignments: 6 Marks (ii) A.1 (II) The comparative size and quality of Eligible Assignments: 6 Marks (iii) A.1 (III): Other relevant assignments or similar work: 6 Marks A.1 (IV): Overall experience of the bidder: 2 Marks	**Maximum 20 Marks**	
I	**Number of similar assignments:** Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (a)**:**	(**6 marks**)	Letter of Acceptance/ Work order, Agreements,

	a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks		Completion certificate and Work done certificates
II	**The comparative size and quality of Similar Assignments**: If the size and quality of assignment executed with the KPI's assigned in the contract of the experience certificate attached then the score i. If KPI of the contract executed above 75%: 6 marks Or ii. If KPI of the contract executed between 60% to 75%: 4 Marks Or iii. If KPI of the contract executed between 50% to 60%: 2 Marks Or iv. If KPI of the contract executed between 50% to 60%: 2 Marks Or v. If KPI of the contract executed is less than 50%: 1 Mark	(**6 marks**)	Letter of Acceptance/ Work order, Agreements, Completion certificate and Work done certificates and certificate for the satisfactory completion of the scope of the deliverable and KPI achievements with financial target achievements if any
III	**Other relevant assignments or similar work:** Bidder should have the experience of having successfully completed Collection & Transportation with GPS/ RFID/ Mobile/Vehicle tracking Mechanism for the contract size of minimum 25% of the estimated quantity. 3 works: 6 marks 2 works: 4 marks 1 work: 2 marks	(**6 marks**)	Letter of Acceptance/ Work order, Agreements, Completion certificate and Work done certificates and certificate along with the proof for

			GPS/RFID execution
IV	**Overall experience of the bidder** a. If the bidder executed the contracts for C&T for Primary plus Secondary transportation by deploying the primary vehicles and secondary transportation through hook loaders and maintained at-lest 2 Transfer stations: 2 marks OR b. Collection & Primary transportation alone or Secondary transportation: 1 mark	(2 **marks**)	
A.2	**Sub-Section A-2: Processing & Disposal (P&D)** (i) A.2 (I): Number of similar Assignments: 6 Marks (ii) A.2 (II) The comparative size and quality of similar Assignments: 6 Marks (iii) A.2 (III): Other relevant assignments or similar work: 6 Marks (iv) A.4 (IV): Overall experience of the bidder: 2 Marks	**Maximum 20 Marks**	
I	Number of similar Assignments defined in section 3.1.4 (b) undertaken by the bidder: Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (b): a. More than 2 (two) projects: 6 marks OR b. 1 (one) project: 4 marks	**6 marks**	Letter of Acceptance/ Work order, Agreements, Completion certificate and Work done certificates
II	**The comparative size and quality of Eligible Assignments**: If the bidder successfully constructed and O&M of the WTE plant for the generation of electricity and the size of the plant is at-least 50% of the estimated quantity of the tender during last 5 years and plant is running successfully as on PDD: 6 Marks OR If the bidder successfully operating the WTE plant of the client and size of the plant is at-least 50% of the estimated quantity of the tender during last 5 years and plant is running successfully by the bidder as on PDD: 4 Marks OR If the bidder successfully constructed and O&M of the Bio-gas plant for the MSW and the size of plant at-least 10% of the estimated quantity of the tender: 6 Marks	**6 marks**	Letter of Acceptance/ Work order, Agreements, Completion certificate and Work done certificates and certificate for the satisfactory completion of the scope of the deliverable and KPI

			achievements with financial target achievements if any
III	**Other relevant assignments or similar work:** If bidder have executed SWM projects for Processing of the MSW through any approved technologies by any statutory body in India or abroad are executed on DBFOT model with minimum 50% of the bidder's investment for project size of the minimum 25% of the estimated quantity during last 5 years and project should be in operational condition as on PDD. 2 projects: 6 marks Or 1 Project: 4 Marks	**6 marks**	Letter of Acceptance/ Work order, Agreements, Completion certificate and Work done certificates and certificate along with the proof DBFOT
IV	**Overall experience of the bidder:** a. If bidder is in business for more than 4 years: 2 marks b. If bidder is in business for more between 2 to 4 years: 1 mark c. If less than 2 years: 0 marks	2 **marks**	Articles of association, MOU, company registration certificate under the company act/ any proof for the registration, GST, PAN
B	**Section-B: Proposed Methodology, Technology and Work Plan** 1. **Methodology: 8 Marks**: a) understanding the Project:3 Marks b) Review on existing scenarios:3 c) Site study report: 2 marks	**Maximum 30 Marks**	A detailed Presentation to be given by all the bidders. 50% marks indicated against each sub section of section B shall be
	2. Technologies proposed: 8 Marks a) Comprehensive scheme for C&T: 2 Marks b) Schematic proposal for the Technologies for P&D: 1 Marks c) Process Flow Chart: 1 Marks		

	d) Material Balance Statement: 1 Marks e) If the bidder executed operation & maintenance of leachate treatment within the project site & secured landfill for continuous three years or more in India or Abroad in the period of at-least past five years before the PDD and the contract is required to be in operational condition as on date of PDD: 3 Marks		towards the technical presentation and balance 50 % shall be for the submittals.
	3. Infrastructure Assessment: 10 Marks a) Infrastructure proposed:2 Marks b) Resource Utilization Statement: 2 Marks c) Overall layout scheme:2 Marks d) Implementation Schedule: 2 Marks e) Operation & Maintenance Scheme:2 Marks		
	4. Environment, Health & Safety Policy & Strategy: 4 Marks		
C	**Section-C: Relevant Experience of the Key Personnel**	**Maximum 30 Marks**	Marks as per the table 3.1.3 (b) shall be awarded
1	Team Leader – 9 marks		
2	Safety Expert – 6 marks		
3	Financial Analyst – 8 marks		
4	Environmental Expert – 7 marks		
TOTAL		**100**	

3.1.3 (b) Break up of Marking proposed for Key personnel

S. No.	Description of the position	Marks Proposed							
		Academic Qualification		Experience		Similar Assignments		Number years with firm	
			Marks	No. of Years	Marks	No. of Works	Marks		Marks
1	Team Leader (9 Marks)	PhD/ PG	2	If more than 15 years	3	2	2	More than 4 years	2
		Graduate	*1*	*10 to 14 years*	2	1	1	Between 2-4 years	1
				5 to 9 years	1				
				< 5 years	0				
2	Safety Expert (6 Marks)	Graduate	1	*10 to 14 years*	2	2	2	Between 1-4 years	1
				5 to 9 years	1	1	*1*	1-2 years	*1*

3	Financial Analyst (8 Marks)	PhD/PG	2	5-9 years	2	2	2	Between 2-4 years	2
		Graduate	*1*	2-5 years	1	1	*1*	1-2 years	*1*
4	Environmental Expert (7 Marks)	PG/PhD/	2	5-9 years	2	2 works	2	Between 1-4 years	1
		Graduate	*1*	2-5 years	1	1 work	*1*		

Note:

1. Academic certificates shall be taken as proof of their qualification and date of the start of the experience which will be considered from the attested qualification testimonials submitted by the expert with the submittals
2. Experience shall be calculated based on the proof of the information submitted along with CV which will be reckoned from the date of the highest qualification certificate or from the date of the first employment in the similar filed whichever is early
3. Similar Assignments shall be considered from the reference from the CV and if required cross verification shall be carried
4. Number of years with firm shall be considered with the proof of salary certificate along with the PF certificates issued by the bidders

3.1.3 (c) Overall Technical score in grading system

Grade	**Range**	**Marks**
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

(d) Conditions of Eligible for Key personnel: Each of the Key personnel must fulfil the conditions of the eligibility specified below:

S.N	Description of the Position of key personnel	Educational Qualification	Length of Professional Experience	Experience on eligible Assignments
1	Team Leader	PhD/Postgraduate in any discipline	As per the table 3.1.3 (b)	He should have led the project of similar nature of the projects
2	Safety expert	Postgraduate in any discipline along with atleast diploma in industrial safety	As per the table 3.1.3 (b)	He should have led the safety compliance teams or worked as a sole expert for similar Assignments
3	Financial Analyst	Postgraduate in commerce / Chartered Accountant or Equivalent	As per the table 3.1.3 (b)	He should have undertaken financial analysis and modelling for the similar scope of any assignments
4	Environmental expert	Master / bachelor's in environmental science or Equivalent	As per the table 3.1.3 (b)	He should have led the environmental impact assessment teams and/ or worked as a sole expert for similar assignments

Note :

I. The Bidder who scores 60 % of total marks in each section A, B & C and 60 out of 100 of Table 3.1.3 (a) overall minimum marks would be deemed to meet the required technical experience as per the Qualification Criteria shall be considered for opening the Financial bid and for Financial evaluation.

II. The bidders are required to give the presentation on Section-B and need to get qualify with minimum 60% marks for the overall presentation and for the weightages given for the section B to consider their proposal for the further process.

III. Experience for any activity relating to the project shall not be claimed by two or more members of the consortium. In other words, no double consideration or counting by a consortium if respect of the same experience shall be permitted in any whatsoever manner.

IV. Bidders who wish to participate in more than 1 package, the bid capacity in terms of technical and financial eligibility (clause 3.1.4 and 3.1.5 below) should be combined of respective packages.

V. The bidders must provide the necessary information and supporting document related to the Technical Capacity and Financial Capacity.

VI. The financial bids of technically qualified bidders of each package shall be opened and the highest combined Technical and Financial Scored Bidder shall be awarded that project

a. In case there is tie in final combined score then those getting highest mark in technical qualification will be declared as the successful bidder

b. In case of tie up between two or more parties and with same technical marks, then the company with higher turnover will be declared selected bidder and awarded the project.

c. In case of tie up between two or more parties and with same technical marks and turnover then the company with higher net worth will be declared selected bidder and awarded the project.

3.1.4 Similar Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as similar assignments (the "Eligible Assignments"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five years from the PDD under the following:

a. similar assignments to meet the Criteria towards Collection & Transportation (C&T):

Experience towards the collection & transportation (C&T) of municipality waste of at least 50% of the estimated waste for continuous three years or more in India or Abroad in the period of past five years before the PDD and the contract is required to be in operational condition as on date of PDD. Refer the definition for Collection & transportation in DCA vide Article 31.

b. Similar assignments to meet the criteria towards Processing & Disposal:

Experience in Construction & operation of the following facilities:

Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 50% of the estimated quantity /Construction and O&M of Bio-methanation plant of the MSW waste of 10% of the estimated quantity/ processing of Dry waste from MSW of 50% of the estimated quantity into Refuse Derived Fuel (RDF).

OR

Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of the 50% of the estimated quantity, convert MSW of the 50% of the estimated quantity in to the RDF and utilize same to WTE.

Note:

a. The term Bidder / Bidder (the "Bidder/Bidder") means a single entity or a group of entities (the "Joint Venture"/ "Consortium"), consortium comprises not more than three members (including lead member) as the case may be, coming together to implement the Project, either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932 or duly incorporated under the relevant laws of its country of origin, or duly incorporated under the relevant laws of its country of origin, or sole proprietorship firm owned by citizen of India duly incorporated under the relevant laws of its country of origin or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/Consortium. Proprietorship firms are allowed to participate in bidding system and Joint Venture/Consortium shall be eligible for consideration subject to the conditions set out in this RFP.

b. However, no Bidder applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Joint Venture/Consortium. The term Bidder used herein would apply to both a single entity and a Joint Venture/Consortium.

c. Edibility criteria vide 3.1.4 (a) & (b) can be met by collectively by the members of the consortium or may be singly entity as the case may be.

3.1.5 Financial Capacity

To demonstrate its financial capacity to undertake the Project (Financial Capacity), the Concessionaire must meet each of the financial qualification criteria specified in this Clause 3.1.5.

(a) Net worth

(i) In each of the Financial Years [Mention the 5 Financial Years preceding the Proposal Due Date], the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR [33% of the Bid Project Cost].

(ii) If the Bidder is a Consortium, then the Net Worth, as required in Clause 3.1.5 (a) (i) above shall be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement. Provided further that if the Bidder is subsequently declared the Selected Bidder for the Project, then any Member of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, shall hold at least 26% (twenty-six per cent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 (three) years from COD.

iii. A Bidder or a Member of a Consortium may rely on the Net Worth of its Associate(s) for demonstrating its Financial Capacity. In such a case, the Bidder or a Member of a Consortium shall submit an undertaking from the Associate(s) stating that the necessary proportionate equity for the project will be provided for successful implementation of the project. In addition to this, during Financial Closure, necessary board resolution from the Associate(s) has to be submitted to the extent of equity contribution.

(b) the Bidder (and the Associate(s), if applicable) having been categorized as a wilful defaulter in accordance with Applicable Laws or laws of the country of its incorporation;

(i) the Bidder (and the Associate(s), if applicable) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or

(ii) the Bidder (and the Associate(s), if applicable) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

(c) The Bidder (and in case of a Consortium, any Member) and its Associate(s) (if applicable) has not been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:

(i) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder (and the Associate(s), if applicable) or any of its directors, partners, trustees, officers or managers; or

(ii) resulted in the permanent or temporary suspension of the rights of the Bidder (and the Associate(s), if applicable) to provide any service or carry on any type of business or operations.

(d) Turnover: The bidder/ JV/ Consortium is required to meet the turnover of minimum 50% of the capital cost during any two years during last five years indicated in the NIT. If the Bidder is a JV/Consortium, then the Turnover, as required in Clause 3.1.5 (d) above shall be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement.

(f) The financial parameters vide 3.1.5 shall be arrived to present value by multiplying factor of 10% to each year compounding to arrive the 2024-25 assessment year.

3.2 Shortlisting of Bidders

The Bidders scoring equal to or above [60 (sixty)] points after the evaluation of the Technical Proposals, will be pre-qualified and short-listed for financial evaluation. However, if the number of such pre-qualified Bidders is less than two, the Authority may, at their discretion, pre-qualify the Bidder(s) whose technical score is less than [60 (sixty)] points even if such Bidder(s) do(es) not qualify in terms of Clause 3.1.2.

3.3 Evaluation of Financial Proposal

3.3.1. In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

a) The least quoted amount received towards user fee indicated by the bidder will be given a financial score (SF) of 100 marks and the bid value will be indicated as FPA_{min} (minimum financial proposal amount)

b) The rest of the proposal amounts will be indicated as respective FPAs, and their financial scores (SF) will be computed as follows:

c) $SF= 100x (FPA_{min} /FPA)$

d) Final evaluation of technical cum financial bid

e) Following completion of evaluation of technical and financial proposals, final ranking of the proposals will be determined. This will be done by applying a

weightage of 70 percent and 30 percent to the technical and financial marks respectively. Hence the final score will be computed as follows:

f) Final score = (0.7 x technical score) + (0.3 x financial score)

g) Choosing the successful bidders.

h) The relevant total combined scores for each of the proposals will finally be ranked as per their final scores computed.

i) The bidder having the highest combined score will be the first ranked bidder and eligible for award of concession Agreement.

3.4 Combined and final evaluation

3.4.1. Proposal will finally be ranked according to the combined technical (Sr) & Financial (Sf) score as follows:

$$S = Sr*Tw + Sf*Fw$$

Where, S = Combined score & Tw & Fw are weights assigned to technical proposal & financial proposal which shall be (0.7 & 0.3) respectively.

3.4.2. The selected bidder shall be the first ranked bidder (having the highest combined score). The second ranked bidder shall be kept in reserve & may be invited for negotiations in case the first rank bidder withdraws, or fails to comply with the requirements specified in clause 3.1 of chapter 3 as the case may be.

A) Illustration to explain the QCBS as follows:

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	**Technical MarkObtained (Example)**
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

STAGE 2: CONVERSION OF TECHNICAL MARKS TO TECHNICAL SCORE

Bidder details	**Technical Score basedon Grading System**
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80

*Since the eligible technical score should be 70 &above, bidder 3 is rejected

STAGE 3: FINANCIAL BID EVALUATION

Bidder details	**Financial BidAmount**
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

STAGE 4: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE

Bidder Details	**Financial Bid Amount**	**Financial Score (LFB/F*100)**
Bidder1	1,30,000	100000/130000*100=76.92
Bidder2	1,20,000	100000/120000*100= 83.33
Bidder4	1,00,000	100

LFB = Lowest Financial Bid, **F** = Quoted Amount

Consolidated Technical & Financial Score

Bidder Details	**Technical Score**	**Financial Score**
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	100

STAGE 5: COMBINED TECHNICAL AND FINANCIAL SCORE (CTFS) WITH WEIGHTAGE 70:30

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	100*(70/100) + 76.92*(30/100)	93.07 (70+23.7)	L1
Bidder2	90*(70/100) + 83.33*(30/100)	87.99 (63+24.99)	L2
Bidder4	80*(70/100) + 100*(30/100)	86 (56+30)	L3

4 FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or

indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, as the case may be, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the Authority in relation to any matter concerning the Project;

(b) "**Fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 PRE-PROPOSAL CONFERENCE

5.1 Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.

5.2 During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

i. The Authority may issue necessary interpretations, clarifications and Addenda as deemed fit. All clarifications and interpretations issued by authority shall be deemed to be part of the RFP.

ii. Any Corrigendum/Addendum thus issued will be uploaded in the website https://karnatakatenders.gov.in.

iii. Any verbal clarifications and information given by BSWML or its employees or representatives shall not in any way or manner be binding on BSWML.

6 MISCELLANEOUS

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Karnataka shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 The Authority, at their discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
(b) consult with any Bidder in order to receive clarification or further information;
(c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the Authority or submitted by an Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

The Authority reserve the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCOPE OF WORK

Refer Arcticle-2 of DCA for the scope of the work

APPENDIX – I: TECHNICAL PROPOSAL

APPENDIX-I

Form-1: Letter of Proposal

(On **Bidder**'s letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

Dear Madam/Sir,

With reference to your RFP Document dated …….., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Concessionaire for the development and operation of integrated solid waste management system (the "**Project**"). The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Concessionaire for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
   (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
   (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Concessionaire, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.

9. I/We declare that we/any member of the Joint Venture/Consortium, are/is not a Member of any other Joint Venture/Consortium applying for selection as a Concessionaire.

10. I/We certify that in regard to matters other than security and integrity of the country, have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Concessionaire or in connection with the Selection Process itself in respect of the above-mentioned Project.

13. The Bid Security of Rs. ..... (Rupees .....) has been submitted through online mode of payment as provided in the RFP document.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 180 (One hundred and eighty) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4 of Appendix-I.

17. In the event of my/our firm/ Joint Venture/Consortium being selected as the Concessionaire, I/we agree to enter into the Concession Agreement in accordance with the Schedule-I of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied RFP, and all other documents carefully and also surveyed the Site(s). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.

19. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder / Lead Member)

APPENDIX-I

Form-2: Particulars of the Bidder

1. Details of Bidder
   (a) Name:

   (b) Country of incorporation and MOA/PAN:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business and GST certificate details:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the authority:
   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number:

   (f) E-Mail Address:

4. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number:

   (f) E-Mail Address

5. Particulars of the Authorized Signatory of the Bidder:
   (a) Name:

   (b) Designation:

(c) Address:

(d) Phone Number:

6. In case of a Joint Venture/Consortium/proprietorship incorporated:
   1. The information above (1-3) should be provided for all the Members of the Joint Venture/Consortium.
   2. A copy of the Joint Bidding Agreement should be attached to the Proposal
   3. Information regarding the role of each Member should be provided as per table below:

S.N	Name of Member	Role	Percentage of equity in the Joint Venture / Consortium/ proprietorship incorporated
1			
2			
3			

   4. The following information shall also be provided for each Member of the Joint Venture / Consortium:

      Name of Bidder/Member of Joint Venture or Consortium

S.N	Criteria	Yes	No
(1)	Has the Bidder constituent of the Joint Venture/Consortium/ proprietorship incorporated been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project (BOT or otherwise) in the last 3 years?		
(2)	If the answer to (1) is yes, does the bar subsist as on the Proposal Due Date?		
(3)	Has the Bidder/Joint Venture/Consortium/proprietorship incorporated paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Joint Venture/Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder / Lead Member)

APPENDIX-I

Form-3: Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

(Date and Reference)

To,

.....

.....

.....

Subject: Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

Dear Madam/Sir,

I / We hereby confirm that we, the Bidder (along with other Members in case of Joint Venture / Consortium, the constitution of which has been described in the Proposal[$]), satisfy the terms and conditions laid down in the RFP document.

I / We have agreed that …….. (insert Bidder's name) will act as the Lead Member of our Joint Venture / Consortium.

I / We have agreed that …….. (insert individual's name) will act as our Authorised Representative / will act as the Authorised Representative of the Joint Venture / Consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of .....

[$] Please strike out whichever is not applicable.

APPENDIX-I

Form-4A: Power of Attorney for signing of Proposal

Know all men by these presents, we, ... (name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorise Ms. / Mr. ..... daughter / wife / son and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)" (the "**Project**"), proposed to be developed by the ..... (the "**BSWML**") and the ..... (the "**Authority**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Proposal and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Concession Agreement with the SPV / the Authority and the Selected Bidder as confirming party.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. Rs. 500 (Five hundred) and duly notarised by a notary public.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

4. Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

APPENDIX-I

Form-4B: Power of Attorney for Lead Member of Joint Venture / Consortium / proprietorship incorporated

Whereas the Authority has invited applications from interested parties for the "Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

Whereas, ……., ……., …….. and (collectively the "Joint Venture / Consortium") being Members of the Joint Venture / Consortium / proprietorship incorporated are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture/Consortium to designate one of them as the Lead Member with all necessary power and the authority to do for and on behalf of the Joint Venture / Consortium / proprietorship incorporated, all acts, deeds and things as may be necessary in connection with the Joint Venture / Consortium / proprietorship incorporated's Proposal for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……. Having our registered office at .....,

M/s, ……. Having its registered office at .....,

M/s, ……. Having its registered office at .....,

(herein after collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. ……. Having our registered office at ……, being one of the Members of the Joint Venture / Consortium / proprietorship incorporated, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Joint Venture / Consortium and any one of us during the Selection Process and; in the event the Joint Venture / Consortium is awarded the concession / contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture / Consortium and submission of its Proposal for the Project, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Joint Venture / Consortium and generally to represent the Joint Venture / Consortium in all its dealings with the Authority, and / or any other Government Agency or any person, in all matters

in connection with or relating or arising out of the Joint Venture / Consortium's Proposal for the Project and/or upon award thereof till the Concession Agreement is entered into with SPV / the Authority and the Selected Bidder as confirming party.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Joint Venture / Consortium.

IN WITNESS WHEREOF WE, ... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For ……...

(Signature)

…….. (Name & Title)

For ……...

(Signature)

…….. (Name & Title)

For ……...

(Signature)

…….. (Name & Title)

Witnesses:

1.

2.

……

(Executants)

(To be executed by all the Members of the Joint Venture / Consortium/ proprietorship incorporated)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 500 (Five hundred) and duly notarized by a notary public.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

4. Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

APPENDIX-I

Form-5: Financial Capacity of the Bidder

(*See Clause 2.2.2 (B)*)

Bidder Type	**Member Code**	**Net Worth** (Avg. for Past 5 Years) (in Crores)	**Net worth (in Crores) (5 Years)**				
			Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Single entity Bidder							
Joint Venture / Consortium Member 1							
Joint Venture / Consortium Member 2							
Joint Venture / Consortium Member 3							
TOTAL							

Instructions:

1. The Bidder/ its constituent Joint Venture/Consortium/proprietorship incorporated Members shall attach copies of the balance sheets, financial statements and annual reports for 5 years preceding the Proposal Due Date. The financial statements shall:
   (a) Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
   (b) Be audited by a statutory auditor;
   (c) Be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. For the purposes of this RFP "Net Worth" shall be computed as per the formulation provided in Clause 2.16.3(i,ii)of this RFP.

3. The Bidder shall provide Statutory Auditor's certificate/Chartered Accountant certificate specifying the Net Worth and also specifying the methodology adopted for calculating such net worth.

APPENDIX-I
Form-6: Particulars of Key Personnel

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments[$]
					Name of Company / Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team Leader						
2.	Safety Expert						
3.	Financial Analyst						
4.	Environmental Expert						

[$] Refer Form 9 of Appendix-I (Experience of Key Personnel)

APPENDIX-I
Form-7: Proposed Methodology, Technology and Work Plan

The proposed methodology, technology and work plan shall be described as follows:

1. **Understanding of terms and conditions of the Concession Agreement (not more than two pages)**
   The Bidder shall clearly state its understanding of the terms and conditions of the Concession Agreement and also highlight its important aspects.

2. **Methodology and Work Plan** (not more than three pages)
   The Bidder will submit its methodology for carrying out the Project, outlining its approach toward achieving the key performance indicators laid down in the Concession Agreement. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for the Project have been fully covered by its Proposal. In case the Bidder is a Joint Venture/Consortium, it should specify how the expertise of each Member is proposed to be utilised for the Project. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Project.

3. **Proposed Technology** (detailed note)
   The Bidder will submit its proposed technology for carrying out the Project, including the details of technology / combination of technologies proposed for processing of waste, sources of technologies and technology tie-up.

4. **Other details to be included in the Technical Proposal** (detailed notes)

   (a) Equipment, vehicles/e-vehicles, storage bins, etc., requirement for primary and secondary collection and transportation of segregated waste along with plan for 100% segregated transportation of waste into organic/inorganic components.

   (b) Area requirement for processing and sanitary landfill facility

   (c) Key assumptions in development of processing facility and basis of proposed capacity.

   (d) Key assumptions in development of ISWM facility and basis of designed capacity, area requirement.

   (e) Processing products along with their quantity (Ton/day. etc.)

   (f) Market tie-up for sale of processing products

   (g) Project plan including schedule for equipment replacements and capacity additions at regular intervals.

(h) Organization and staffing/manpower details (collection, transportation, processing, & disposal)

(i) Environment management plan

(j) Assessment of risk and mitigation plan

(k) Key approvals and clearances

(l) Total investment proposed and funding / financing plan, project financial aspects – capital cost, operation and maintenance cost, revenues, etc.

(m) Project timelines

Bidders would be required to submit information on key assumptions for the Project (the "**Key Assumptions**") based on their estimates of various parameters pertaining to the Project. Key Assumptions must include (but not limited to) information on the following:

(a) Project cost estimates

(b) Details of preliminary expenses

(c) Base construction cost

(d) Contingencies

(e) Details of pre-operative expenses

(f) Operation & Maintenance cost

(g) Processing product quantities in [Ton/days or Mega Watts] and estimated revenues

5. Proposed approach, methodology, technology, work plan for ISWM of Municipal Solid Waste (detailed note)

(a) Previous experiences of the proposed technology/methodology/business model and issues faced therein
(b) Project understanding – understanding of the project with respect to the project area and scope
(c) Detailed description of the proposed technology or methodology with process flow chart for Project operations.
(d) Method proposed for processing of legacy waste and utilization plan for components recovered:
- Organic fraction
- Combustible fraction
- Inert fraction
- Recyclables
- Hazardous waste

(e) Procurement plan, manpower deployment plan and installation & commissioning plan to achieve COD (the procurement plan shall include the details of Project asset to be deployed including asset type, capacity, specifications and manufacturer. the manpower deployment plan shall include details on type of manpower (skilled/unskilled/driver), number of manpower and the source. The Bidder shall provide procurement and deployment schedule in Gantt chart inclusive of replacement of Project assets during the entire Concession Period. The Bidder shall also detail out the installation & commissioning schedule in proper format.
(f) Detailed Implementation Plan of the dumpsite along with a Programme Evaluation Review Technique (PERT) chart.
(g) Proposed solution for management of leachate and landfill gas
(h) Disaster management plan
(i) Detailed description of the proposed business model – SWOT analysis, industry analysis, market demand analysis, sales strategy and marketing plan, financial plan
(j) Space required for processing equipment
(k) Estimated time to be taken for complete remediation
(l) Percentage of land reclaimable
(m) Activities that can be taken up on remediated land and technical feasibility
(n) Identified risks – technical, operational and environmental
(o) Compliance with environmental norms, Waste Management Rules, 2016, Legacy Waste Guidelines, 2019, and other Applicable Laws

Note:

1. All of the above details should be provided as elaborately as feasible and supported with engineering drawings (if applicable), manpower requirement, fuel, power requirement and explanation of time required for recovery and utilization of components. Based on the above work requirement, the Bidder will provide details of plant, machinery and equipment proposed to be deployed in the works and their status (new or old). The Bidder shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae.

2. The Bidder may be invited to make a presentation on approach, methodology, proposed technologies and project plan to judge their understanding of the Project.

3. Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8: Proforma of Bank Guarantee for Bid Security

[(to be executed on Rs. 500/- non judicial stamp paper)]

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: **[State Department of Urban Development],** having its registered office at …… AND [Name of the Authority], having its registered office at .....

Account No.:

Bank name, branch and IFSC Code:

B.G. No.

Dated: [•]

1. We have been informed that [•] [insert name of the Bidder] (hereinafter called the "Bidder") intends to submits its Proposal (hereinafter called the "Proposal") for "**Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)",** under Request for Proposal bearing RFP Reference No. [•] dated [•] (hereinafter called the "RFP").

2. Furthermore, we understand that, according to your conditions, the Proposal must be supported by a Bid Security.

3. At the request of the Bidder, we, **[•]** [insert name of the Bank], having our branch at ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. *** (Rupees *** only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the terms and conditions of the RFP, without any demur, reservation, recourse, contest or protest and without reference to the Bidder, which may include the following: -

   (a) If the Bidder withdraws its Proposal during the validity period of the Proposal;
   (b) if a Bidder submits a non-responsive Proposal as per the RFP;
   (c) if a Bidder has a conflict of interest as specified in the RFP
   (d) If the Bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Section 4 of the RFP;
   (e) If the Bidder upon being declared as the Selected Bidder fails to:
      i. to sign and return the duplicate copy of Letter of Award;
      ii. to sign the Concession Agreement;

iii. furnish a Performance Security in within the period prescribed in the Concession Agreement;

(f) If the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

(g) If the Bidder is otherwise in breach of the terms of the RFP.

4. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

5. This guarantee will expire: (a) if the Bidder is the Selected Bidder, upon receipt of the Performance Security by you, and (b) if the Bidder is not the Selected Bidder, (i) return of the Bank Guarantee by you as per the terms of the RFP, or (ii) upon expiry of 120 days from the date hereof.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

7. This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the Authority.

8. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Signed and delivered by _____Bank

By the hand of Mr./Ms. [•], its [•] and authorized official.

(Signature of the Authorized Signatory) (Official)

APPENDIX-I

Form-9: Format for Joint Bidding Agreement

(*See Clause 2.16.7(b)(iv)*)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of ..... 20…

AMONGST

1. …… Limited, a company/partnership /proprietorship incorporated/registered under [***] and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. …… Limited, a company/partnership /proprietorship incorporated/registered under [***] and having its registered office at ……. (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. …… Limited, a company/partnership /proprietorship incorporated/registered under [***] and having its registered office at …… (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

A. [**Name of the State Department of Urban Development**], having its principal office at …… including its administrators, successors and assigns) and the [Name of the Authority], having its principal office at …… including its administrators, successors and assigns) have invited Proposals (the "Proposals") by its Request for Proposal No. …… dated …… (the "RFP") for "Appointment of Concessionaire on Tipping Fee Basis to execute the comprehensive Integrated Solid Waste Management facilities including Collection & Transportation of MSW from door to door to designated secondary Transfer Stations and Secondary Transportation from Transfer Stations to designated Processing Centers and further processing the same in four packages." (the "Project") through public private partnership.

B. The Parties are interested in jointly bidding for the Project as members of a Joint Venture/Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the Joint Venture/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture/Consortium

The Parties do hereby irrevocably constitute a joint venture/consortium (the "**Joint Venture / Consortium**") for the purposes of jointly participating in the Selection Process for the Project.

The Parties hereby undertake to participate in the Selection Process only through this Joint Venture/Consortium and not individually and/ or through any other Joint Venture/Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture/Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Member of the Joint Venture / Consortium (the shareholding of the Lead Member should be [at least 51% or majority shareholder]) and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint Venture / Consortium during the duration of the Project;

(b) Party of the Second Part shall be responsible for*[insert role]*

(c) Party of the Third Part shall be responsible for*[insert role]*

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the expiry of the Concession Agreement.

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

The Parties shall ensure that the Parties shall: (i) collectively hold at least 51% (fifty one percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 (three) years from COD; and (ii) each of the Parties whose Technical Capacity and Financial Capacity was taken into consideration shall each hold 26% (twenty six percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Concession Agreement. However, in case the Joint Venture/Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of **LEAD MEMBER** by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of **SECOND PART** (Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED	

For and on behalf of **THIRD PART** (Signature) (Name) (Designation) (Address)	

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-I

Form-10: Abstract of Eligible Assignments of the Bidder

(*See Clause 3.1.4*)

S. N	Name of Project	Name of Client	Date of Commencement	Date of Commissioning	Project Capacity	Location of the Project	Project Cost (in Rs. Crore)	Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)
(1)*	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								

* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-12 of Appendix-I..

Note 1: Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

Note 2: Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture / Consortium. In other words, no double counting by a Joint Venture / Consortium in respect of the same experience shall be permitted in any manner whatsoever.

APPENDIX-I

Form-11: Abstract of Eligible Assignments of Key Personnel

(*See Clause 3.1.4*)

Name of Key Personnel: Designation:

S. N	Name of Project *	Name of Client	Date of Commencement of work by the Key Personnel	Date of Completion of work by the Key Personnel	Man days spent	Project Capacity	Location of the Project	Project Cost (in Rs. Crore)	Name of Company/Firm for which the Key Personnel worked	Designation of the Key Personnel on the Project
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
2										
3										
4										
5										

$ Use separate Form for each Key Personnel.

*The names and chronology of projects included here should conform to the project-wise details submitted in Form-13 of Appendix-I.

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-12: Eligible Assignments of the Bidder

(*See Clause 3.1.4*)

1	Name of the Project	
2	Nature of the Project	
3	Name of the Client	
4	Address, Telephone no. and E-mail address of the Client	
5	Date of Commencement	
6	Date of Commissioning	
7	Project Capacity	
8	Location	
9	Project Cost	
10	Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	
11	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Bidder)		

Notes:

1. Use separate sheet for each Eligible Project.

2. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

APPENDIX-I

Form-13: Eligible Assignments of Key Personnel

(*See Clause 3.1.4*)

1	Name of the Project	
2	Nature of the Project	
3	Name of the Client	
4	Address, Telephone no. and E-mail address of the Client	
5	Date of Commencement of work of the Key Personnel	
6	Date of Completion of work of the Key Personnel	
7	Man days spent	
8	Project Capacity	
9	Location	
10	Project Cost	
11	Name of Company/Firm for which the Key Personnel worked	
12	Designation of the Key Personnel on the Project	
13	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Project.

2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

APPENDIX-I

Form-14: Curriculum Vitae (CV) of Key Personnel and Professional Personnel

(*See Clause 2.14.6*)

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record: (Starting with present position, list in reverse order every employment held)

7. List of projects on which the Personnel has worked

Name of Project	**Description of Responsibilities**

8. Details of the current project and the time duration for which services are required for the current project.

Certification:

i. I am willing to work on the Project and I will be available for entire duration of the Project as required.

ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Bidder)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel
2. The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 and Form-13 of Appendix-I.

3. Each page of the CV shall be signed in ink or digitally signed and dated by both the Personnel concerned and by the Authorised Representative of the Bidder along with the seal of the Bidder. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-15: Deployment of Personnel

S.N	Designation	Name	Man-Days (MD)		Week Numbers					
			At Project site	Away from Project site (specify)	1	2	3	4	5	6
1										
2										
3										
4										
5										
6										
Total Man days										

APPENDIX-I

Form-16: Survey and Field Investigations

Item of Work / Activity	To be carried out / prepared by		Week							
	Name	Designation	1	2	3	4	5	6	7	8

APPENDIX-I

Form-16: Format of Self-Attested Certificate regarding Associate

Self-Attested Certificate regarding Associate

Based on the authenticated record of [Insert name of the Company], this is to certify that [more than 50% (fifty per cent) of the subscribed and paid-up voting equity of ……. (name of the Bidder / Member / Associate) is held, directly or indirectly, by ……. (name of Bidder / Member / Associate)

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]

[……. (name of Bidder / Member / Associate) has the power, directly or indirectly, to direct or influence the management and policies of ……. (Bidder / Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Bidder / Member and the Associate. In the event the

Associate is under common Control with the Associate / Consortium Member, or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the Bidder / Member: Seal of the Bidder / Member:

APPENDIX-I

Form-18: Format of Information on Litigation

(To be provided by the Bidder / each Member)

S.N	Name	Forum and Counterparty	Brief Description of the matter	Estimated financial liability	Current Status of Litigation	Orders passed Against the Bidder / Member

APPENDIX-II: FINANCIAL PROPOSAL

APPENDIX-II

Form-1: Covering Letter

(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)".

Dear Madam/Sir,

I/We, ... (Bidder's name) herewith enclose the Financial Proposal for selection of my / our Company / Joint Venture / Consortium as Concessionaire for above. I / We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

Form-2A: Format for Bid Price Sheet

(all matter other than financial quote to be submitted On Bidder's letter head) and financial quote has to be uploaded in e portal as per the format given.

(Date and Reference)

To,

.....

.....

.....

Subject: Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

Dear Madam/Sir,

We are pleased to submit our Financial Proposal for Development and Operation of Integrated Solid Waste Management System as per the scope of work given in this RFP under DBFOT (Design, Build, Finance, Operate and Transfer) structure.

1. Having gone through this RFP document and the draft concession agreement and having fully understood the Scope of Work for the Project as set out by the Authority in the RFP document.

2. I / We are pleased to inform you that I / We would demand the following rate of Tipping Fee i.e. Per MT for the respective descriptions of the schedules mentioned below as per the Scope of work indicated in this RFP document and Concession Agreement.

3. The below quoted rates are inclusive of all taxes, duties and levies, but excluding GST which will be paid by the authority as per prevailing norms and rate as applicable during the entire concession period.

4. We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the lowest of the amount quoted in figure or words shall be considered. We confirm that the Financial Proposal conforms to all the terms & conditions stipulated in the Request for Proposal (RFP) Document.

5. We confirm that our Financial Proposal is FINAL in all respects and contains No conditions.

6. We confirm that the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate, Maintain and Transfer the Project, in the event that we are finally selected.

S.N	Description of the Service	Unit	Quantity	Rate INR (in fig)	Rate INR (in words)
1	Appointment of Concessionaire on Tipping Fee Basis on Design Build Finance Own & Transfer (DBFOT) with 100% Concessionaire Investment on Public Private Partnership ("PPP") Model to execute the Comprehensive Integrated Solid Waste Management Facilities including Collection, Primary & Secondary Transportation of Municipal Solid Waste from door to door to Designated Processing Centers and further processing the same during the concession period at Package-4 (South Zone & Bommanahalli)	Per Ton	1		

- The quoted amount must include two places of decimals

Note:

1. The Incremental escalation (year on year) of the quoted/ accepted rate shall be shall be paid 5% after completion of first year of commercial operation date of that particular facility.
2. The rate quoted by the bidders for Sl. No. 1 above is the net rate after adjusting the revenue to be generated from the processing at various sources in the corresponding package.
3. In case of operation of either C&T or P&D process alone or both are, in such cases the following illustration shall be applicable: If the total tipping fee is Rs. 100/TPD, then for Collection and Transportation (C&T) shall be taken as 75%of total tipping fee & for Processing and Disposal (P&D) shall be taken as 25% of total tipping fee.

4. BBMP invited tenders vide tender notice CGM(Tech)/BSWML/TEND/02-2/2022-23/Call-2; Dated: 24.01.2023 to appoint agencies to carry the collection & transportation from the BBMP 198 wards in 89 packages. The scope & terms and conditions given to the bidders of these 89 packages in the above referred notice shall be valid for a period of 5 years from the date pf appointing the agencies for the 89 packages. Hence the scope pretending to collection & transportation from the 198 wards through 89 packages is deferred from the scope of the ISWM for the period of 5 years or termination of those contracts whichever is early. The manpower deployed for these 89 packages shall be

reviewed at the time of handing over of collection & transportation to the corresponding ISWM package. If any dispute arises with regards to the payment to the manpower deployment, then the minimum wages prevailing at the time of entrustment of scope pertaining to the C&T of ISWM shall be considered and the decision of the authority shall be final, and concessionaires are bound to the same. Hence C&T scope mentioned in Article -2 of DCA may be critically reviewed and choose their quota accordingly

Yours faithfully,

For an on behalf of (name of Bidder/Bidder)

Duly signed by the Authorized signatory of the Bidder/Bidder

Date & Place:

APPENDIX II

Form 2B: Format for Financial Bid Support Document

(To be submitted separately on the Letter Head of the Lead Member/single entity)

To

Deputy General Manager – 1,

Bengaluru Solid Waste Management Limited

#30/1, Thimmaiah Road, Millers Tank Bund Area,

Vasanthnagar, Bengaluru-560 052

Date: _____

Sub: Financial Bid for RFP Reference No._____ dated _____ for "Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

Dear Sir,

Having gone through this RFP document and the Draft Concession Agreement and having fully understood the Scope of Work for the Project as set out by the Authority in the RFP document.

1) I/We confirm the capital investment for entire project shall be Rs ____ Crores.
2) I/We confirm the capital investment for Waste to Energy (electricity) shall be Rs _____ Crores.
3) I/We confirm the capital investment for Bio-methanation plant shall be Rs _____Crores.
4) I/We confirm the power generation from the Waste to energy Plant shall be _____ MW.
5) I/We confirm the biogas/bio-fertilizer generation from the Bio-methanation plant shall be _____(Units).
6) I/We confirm the capital investment for C&T infrastructure facilities including procurement of vehicles, RFID mechanism, VTMS system, GPS System, workshop & etc., shall be Rs. _____ Crores.

7) I/We confirm the capital investment for P&D works pretending to civil works which includes boundary wall, road & drains other processing facilities other than 2 & 3 mentioned above, electrical works, PHE works and all other infrastructure to establish ISWM facility shall be Rs. _____ Crores.

8) I/We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the amount quoted in words shall be considered.

9) We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Financial Bid.

10) I/We confirm that our Bid shall be valid for a period of 180 (one hundred and eighty days) and we shall extend the Bid validity as desired by the Authority, and it shall remain binding upon us.

11) I/We confirm that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

12) I/We confirm that I/We have examined and have no reservations to the RFP Document, including Addendum/Corrigendum/Clarification issued by you.

13) I/We confirm that I/We shall submit the supporting financial model, cost estimate and various financial assumptions in support of this Financial Bid.

14) We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Bid and as required to Design, Build, Finance, Operate and Transfer the Project, in the event that we are finally selected.

Yours Faithfully,

For and on behalf of (name of bidder)

Duly signed by the Authorized Signatory of the Bidder

APPENDIX-II

Form-3: Letter of Declaration

(The Letter of Declaration is to be submitted by EACH Member in case of Joint Venture / Consortium)

Date:

Place:

To,

.....

.....

.....

Subject: Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)"

Dear Madam/Sir,

This has reference to the Proposal being submitted by (mention the name of the Bidder / Lead Member of the Joint Venture / Consortium), as single entity / Lead Member of the Joint Venture / Consortium comprising _____ (mention name(s) of the Members) in respect of Appointment of Concessionaire on Tipping Fee Basis to execute the comprehensive Integrated Solid Waste Management facilities including Collection & Transportation of MSW from door to door to designated secondary Transfer Stations and Secondary Transportation from Transfer Stations to designated Processing Centers and further processing the same in four packages in response to the Request for Proposal (the "RFP") issued by the Authority dated [•].

We hereby confirm the following:

1. We _____ (name of the Bidder/ Member furnishing the Letter of Declaration), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
   - For the purpose of all subsequent communications with the Authority the Bidder shall be represented by _____ (mention name of the authorized representative of the Bidder / Lead Member);
   - {The Joint Bidding Agreement has been signed between/among (names of the Members), as members of the Joint Venture/Consortium; and the Proposal is being submitted on behalf of the Joint Venture/Consortium (name of the Lead Member).} *
2. We have satisfied ourselves regarding our role as (here give a brief description of the role) in the Project as specified in the Proposal. If the Bidder / Joint Venture / Consortium is awarded the Project, we shall perform our role as outlined in the Proposal to the best of our

abilities. We have examined the Proposal in detail and the commitments made in the same. We agree and undertake to abide by the Proposal and the commitments made therein.

3. We authorize _____ (name of the authorized representative of the Bidder / Lead Member), as the Lead Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the Joint Venture / Consortium, in respect of this Project.
4. {We understand that, no change in the membership in the Joint Venture/Consortium, in the role and form of responsibility of any Member shall be permitted after submission of the Proposal. If any change in the membership of the Joint Venture/Consortium is desired, it would need to be communicated to the Authority in writing for its approval. The Authority would reserve the right to reject such requests for a change of Joint Venture / Consortium structure, if in its opinion; it would adversely affect the same.} *

For and on behalf of:

[Signature]

(Authorized Representative and Signatory)

Name of the Person:

Designation:

---

* Applicable only in case of a Joint Venture/ Consortium

APPENDIX-II

Form-4: Declaration regarding customs / excise duty exemption for materials to be purchased for use in developing the Project

(Bidder's Name and Address)

To,

.....

.....

.....

Dear Madam/Sir,

Ref: Appointment of concessionaire on tipping fee basis to execute the comprehensive integrated solid waste management (ISWM) including collection & transportation of MSW from door-to-door to the designated secondary transfer stations and secondary transportation from transfer stations to designated processing centres and further processing the same in four packages- "Package-4 (South Zone & Bommanahalli)" - **Certificate for Import / Procurement of Goods and materials / Construction Equipment.**

1. We confirm that we are solely responsible for obtaining customs/excise duty waivers which we have considered in our Proposal and in case of failure to receive such waivers for reasons whatsoever, the Owner will not compensate us.
2. We are furnishing below the information required by the Authority for issue of the necessary certificates in terms of the Government of India Central Excise Notification No. *** along with all subsequent amendments including the amendment dated *** and Customs Notification No. ***.
3. The goods, equipment and materials for which certificates are required are as under:

Items	**Make / Brand Name / Class**	**Capacity [where applicable]**	**Quantity**	**Value**	**State whether it will be procured locally or imported [if so from which country]**	**Remarks regarding justification for the quantity and their usage in development of the Project**
Goods						
[a]						
[b]						

4. We agree that no modification to the above list is permitted after Proposals are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Authority for the work, based on the Proposal submitted by us, the proposed methodology, technology and work plan furnished along with the Proposal.

6. We confirm that the above goods will be exclusively used for the construction of the above work. We are aware that exemption will be issued to only goods / material / equipment which form part of the work on permanent basis but not for the goods / material / equipment which are used by the us for execution of project and after completion of the project, the goods remain with the us being owner of such goods for further deployment in other projects.

Date:
Place:

(Signature)
(Printed Name)
(Designation)
(Common Seal)

Annexure I

Zone Information

Package-4: South Zone & Bommanahalli

Table 1 The distribution of Ward and Population in Package 4

	Zone	Division	Sub-Division	Population 2023
Package-4	South Zone	Jayanagar	Jayanagar BBMP	241995.9072
			J P Nagar BBMP	117563.934
		BTM Layout	BTM BBMP	239583.4889
			Koromangala BBMP	272495.3202
		Chickpet	Kempegowdanagar BBMP	242100.7269
			Hombegowdanagar BBMP	124497.6811
		Vijayanagar	Vijayanagar BBMP	228481.9841
			Gali Anjaneyaswamy Temple BBMP	278994.1436
		Basavanagudi	Basavanagudi BBMP	179679.7943
			Girinagar BBMP	200879.9762
		Padmanabhanagar	Padmanabhanagar BBMP	227679.4092
	Bommanahalli Zone	Bommanahalli	H S R Layout BBMP	113602.6868
			Bommanahalli BBMP	177628.7694
			Bommanahalli Bangalore Urban District (Bangalore South)	1273.5909
			Arakere BBMP	434008.4469
		Uttarahalli	Uttarahalli BBMP	126127.8626
			Yelachenahalli BBMP	119500.7523
			Anjanapura BBMP	121717.6114
			Begur BBMP	64187.22333
		Anjanapura	Begur BBMP	54762.8343
				209266
Total Population				4027629.473

The estimated floating population of Package 4 is **285713**

Total Population for Package 4 is **4313342**

Table 2: The approximate and indicative Summary of Vehicles for Package:

Options/ Packages	**Auto tippers per transfer station by 2 trips per auto**	**auto tippers per package**	**containers of 20 Cum**		**Hook loaders**	
			carrying capacity in Cum	No of containers	No. of trips per Hook loader	Approximate Hook loaders required
Package-4	85	846	**20**	**170**	3	63

Population of the package: **4313342**, and no of transfer stations proposed: 9

Annexure II

Special Cases

A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

B. This order shall not apply to procurement by Indian missions and by offices of government agencies / undertakings located outside India

C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare Parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration

Annexure III

Model Clause / Certificate / Undertaking to be inserted in tenders etc.

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

Note: The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT

Il. "Bidder"(including the term 'tenderer', consultant 'or 'service provider 'in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the said purpose means:-

a) An entity incorporated, established or registered in such a country; or

b) A subsidiary of an entity incorporated, established or registered in such a country; or

c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

d) An entity whose beneficial owner is situated in such a country; or

&) An Indian (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the | beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person

VI. The successful bidder shall not be allowed to sub-contract works to any

concessionaire from a country which shares a land border with India unless such

concessionaire is registered with the Competent Authority. |

Note: To be inserted in tenders for Works contracts, including Trunkey contracts

VIL. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract

execution.

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; | certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. | hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached)"

Model Certificate for Tenders for Works wherever sub-contracting is allowed as Per rules:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to concessionaires from such countries; | certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a concessionaire from such countries unless such concessionaire is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached)"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. | certify that this bidder does not have any ToT arrangement requiring registration with the competent authority"

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. | certify that this bidder has valid registration to participate in this procurement".

Annexure IV

Information regarding Anti-Blacklisting – Affidavit

(On a Stamp Paper of value of Rs.100)

I. M/s. …… (Single Business Entity / Lead Member / Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we are not barred by Bengaluru Solid Waste Management Limited ("BSWML") / any other entity of Government of Karnataka or blacklisted by any state or central government / department urban local body / agency in India from participating in bidding process, either individually or as member of a Consortium in any of the last (3) three years.

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ……. Day of ……. 20….

Signature of the Authorized person

Name of the Authorized Person

To be executed separately by all the Members in case of Consortium

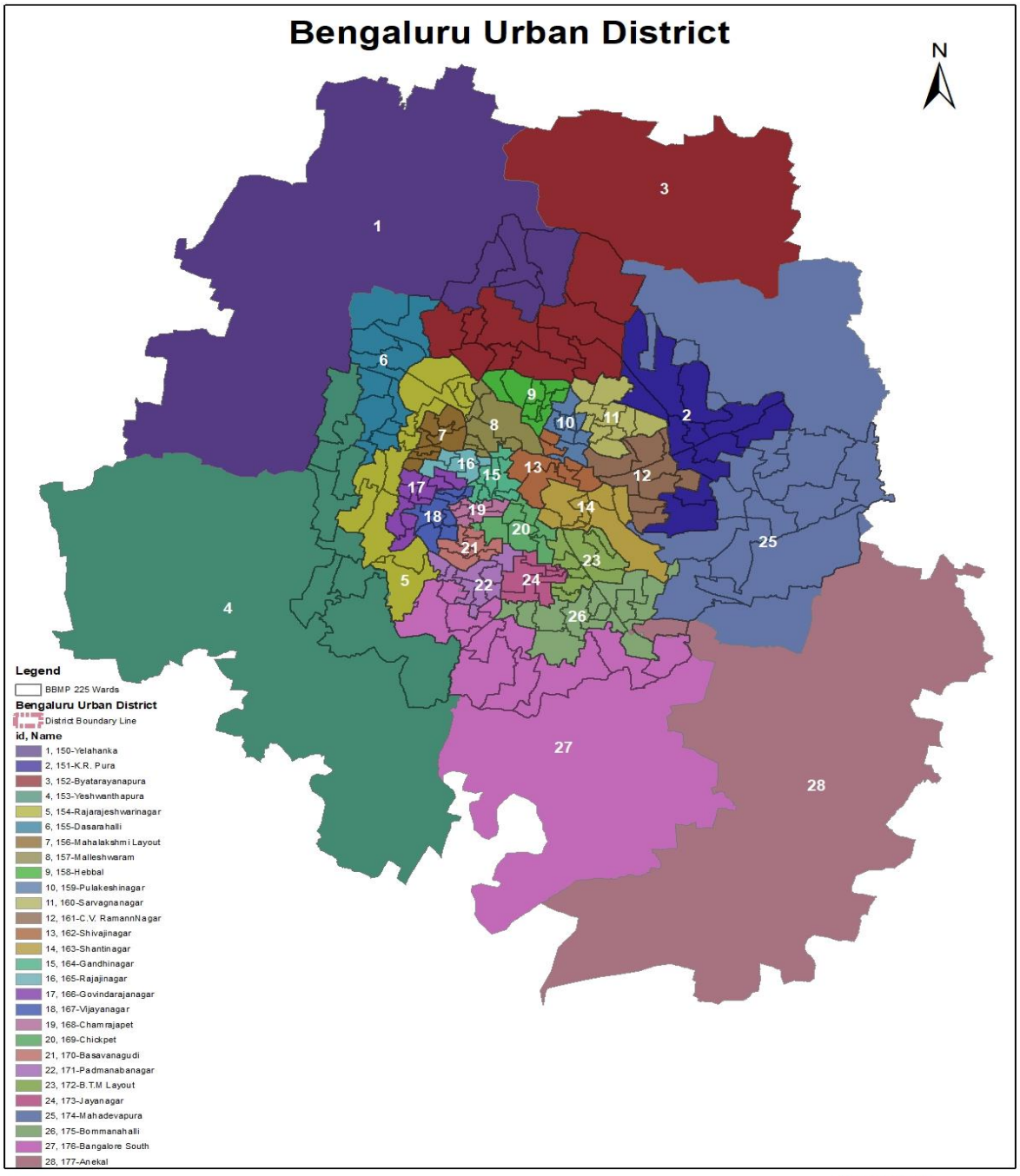
[Notary Seal and Signature]

Concessionaire BSWML

Annexure V

Proposed Transfer Station and Processing Facility

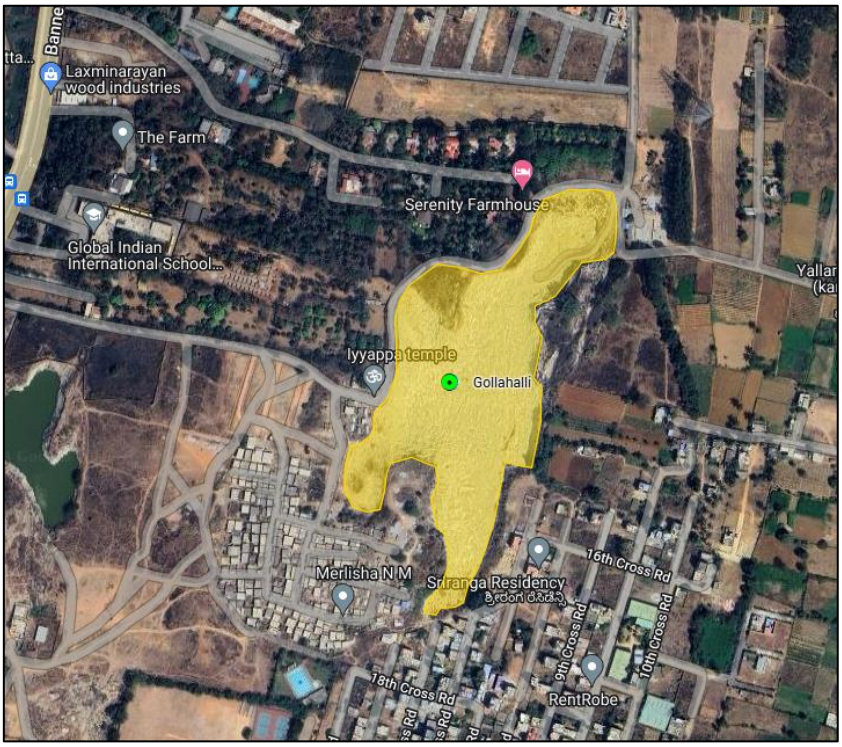
The Map below depicts the total project area of Bangalore Urban District and BBMP area.



Not to Scale

Tentative location of the Package wise Processing plant location and Transfer station locations within package boundary

Location of Processing Plant for Package - 4 - Gollahalli



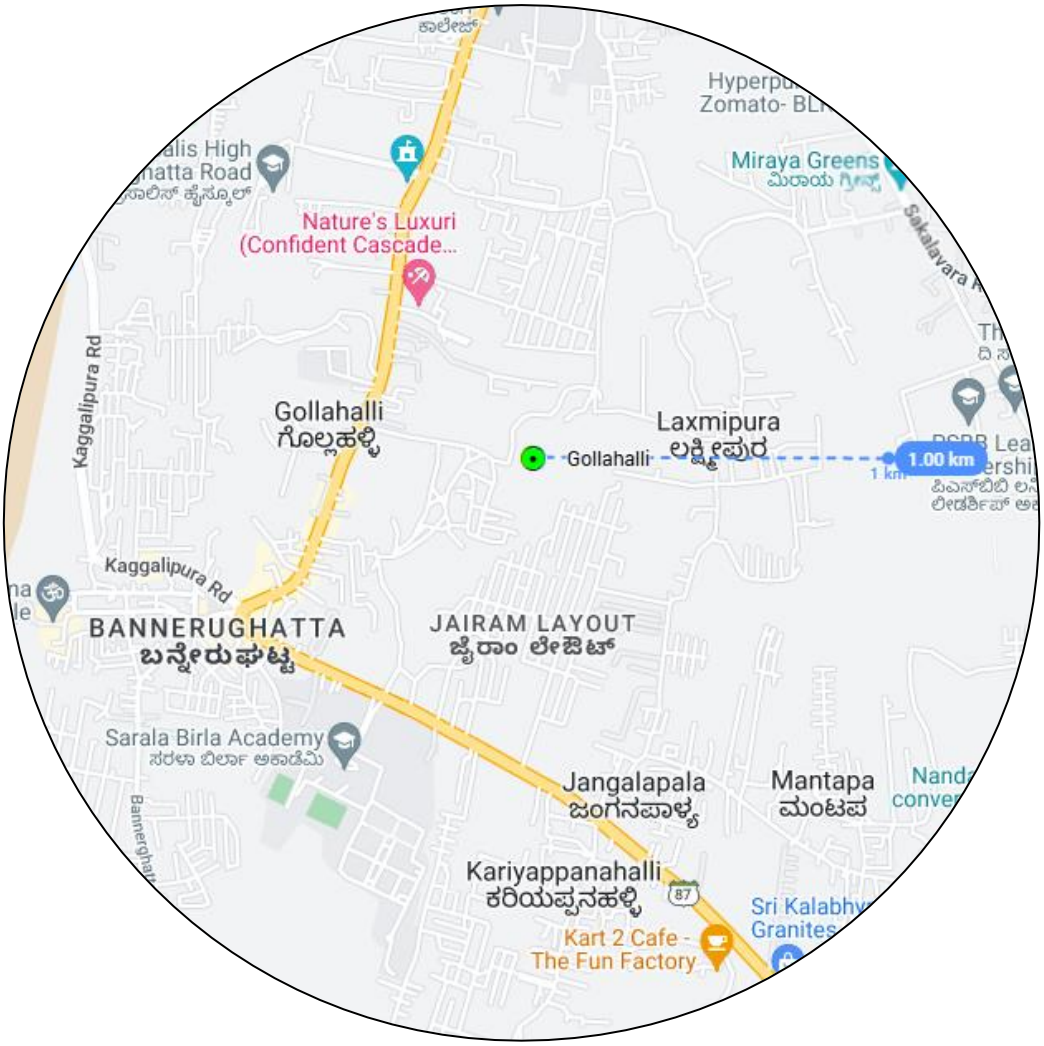
Location (Latitude & Longitude)	**:** 12.81758, 77.58873
Locality	**:** Gollahalli, Karnataka
Area Available (Acre)	**:** 100 Acre (Approx.)
Land Owned by	**:** Quarry and Plain land – PWD

Note: To procure the land parcel on transferable basis from PWD to BSWML at Gollahalli.

SITE CONDITION

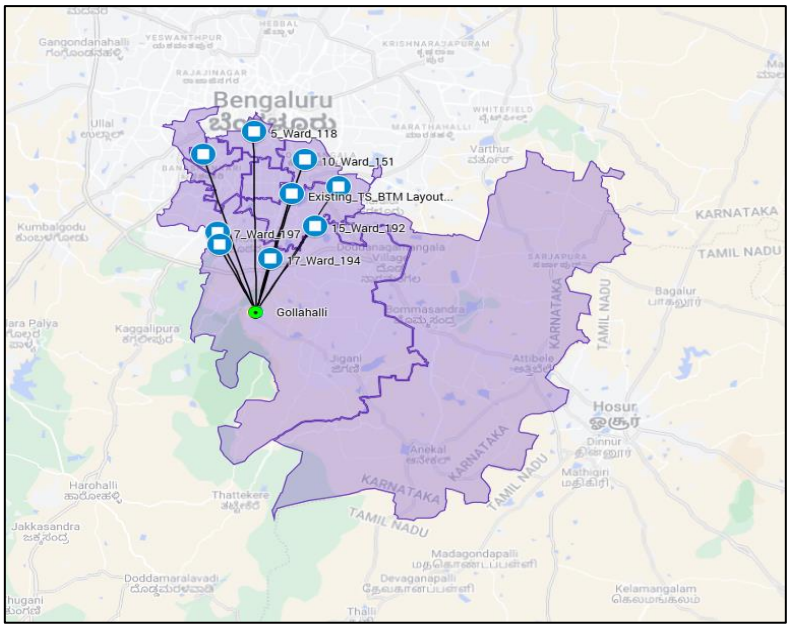
Electricity	**:** Need to be Established
Water Line & Requirements	**:** Need to be Established
Sewerage Line connection	**:** Need to be Established
Access Road	**:** Available

Topography of the proposed processing plant Location



Location (Latitude & Longitude) : 12.81758, 77.58873

Location of Transfer Stations for Package - 4



Transfer Station	Zone	Ward Names	Location (Latitude & Longitude)
1	South	118	12.9566, 77.58147
2	South	197	12.87964, 77.5567
3	South	151	12.93503, 77.61559
4	South	192	12.88419, 77.6223
5	South	196	12.87026, 77.55771
6	South	194	12.85957, 77.59251
7	South	162 (New TS at Girinagar)	12.93881, 77.5472
8	South	Existing TS at BTM Layout (182,183,184,185,186,187,191)	12.9086, 77.6065
9	South	174 (New TS at HSR Layout)	12.91449, 77.63813